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IF YOU PURCHASE A HOME IN THIS DEVELOPMENT, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE SEMINOLE IMPROVEMENT DISTRICT (THE "DISTRICT") AND WILL BE SUBJECT TO ADDITIONAL COSTS. A SPECIAL ASSESSMENT AND OR TAXES WILL BE ADDED TO YOUR TAX BILL. THIS NON-AD VALOREM TAX ASSESSMENT WILL BE IN ADDITION TO ALL OTHER PROPERTY TAXES AND ASSESSMENTS. THIS ASSESSMENT AMOUNT DEPENDS ON LOT TYPE, AND WILL BE LEVIED TO PAY DEBT SERVICE ON BONDS ISSUED BY THE DISTRICT, IF ANY, AND ADMINISTRATIVE, OPERATION AND MAINTENANCE COSTS.

DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR WESTLAKE RESIDENCES

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Exhibits

Exhibit 1	Legal Description of Westlake Residences
Exhibit 2	Articles of Incorporation of Westlake Residences Master Homeowners Association
Exhibit 3	By-Laws of Westlake Residences Master Homeowners Association
Exhibit 4	Amenities Property Legal Description

**DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR
WESTLAKE RESIDENCES**

THIS DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR WESTLAKE RESIDENCES (this "**Declaration**") is made by Minto PBLH, LLC, a Florida limited liability company ("**Minto**") and joined in by Westlake Residences Master Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Association**") and the Seminole Improvement District, an independent special purpose unit of local government.

R E C I T A L S

- A. Minto is the owner of the real property in Palm Beach County, Florida ("**County**"), as more particularly described in **Exhibit 1** attached to and made a part of this Declaration ("**Westlake Residences**").
- B. Subject to the terms of this Declaration, Minto presently intends (although Minto does not obligate itself to do so) to develop Westlake Residences, legally described in **Exhibit 1**, and such other properties as Minto may, without obligation, subject to this Declaration from time to time, into a residential community.
- C. Westlake Residences is located within the City of Westlake (the "**City**") which is intended to include retail, office, and commercial uses in addition to residential uses (the "**Project**"). Only portions of the Project which are primarily intended for residential development and use, as legally described in **Exhibit 1**, are subject to this Declaration.
- D. The Association governs Westlake Residences and is the association responsible for the administration, enforcement and performance of certain duties under this Declaration and under the Neighborhood Declarations.
- E. Minto desires to subject Westlake Residences to the covenants, conditions, and restrictions contained in this Declaration.
- F. Minto 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 properties as further set forth in Section 5 of this Declaration.
- G. This Declaration is a covenant running with all of the land comprising Westlake Residences, 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, Minto hereby declares that every portion of Westlake Residences, together with such additions to Westlake Residences 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 Westlake Residences and 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 in this Declaration shall have the following meanings:

"**Access Control System**" shall mean any surveillance and/or monitoring and/or other system intended to control access. By way of example, and not of limitation, the term Access Control System may include electronic entrance gates, perimeter fences, pedestrian gates, a manned or unmanned gatehouse, a roving attendant and/or any combination thereof. DEVELOPER INTENDS TO INSTALL AN ACCESS CONTROL SYSTEM AT THE ENTRANCE(S) TO THE AMENITIES PROPERTY BUT DOES NOT INTEND TO PROVIDE OR INSTALL ANY ACCESS CONTROL SYSTEM AT THE ENTRANCES TO WESTLAKE RESIDENCES. THE PROVISION OF AN ACCESS CONTROL SYSTEM BY DEVELOPER AND/OR ASSOCIATION SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR

LEVEL OF SECURITY AND 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 UNAUTHORIZED ACCESS OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE ACCESS CONTROL SYSTEM IS DESIGNED TO MONITOR AND/OR CONTROL THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME OR PARCEL ACKNOWLEDGES THAT DEVELOPER AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, OFFICERS, MEMBERS, PARTNERS AND AFFILIATES, ARE NOT INSURERS OF OWNERS OR HOMES OR PARCELS, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES OR PARCELS. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY UNAUTHORIZED ACCESS OR ANY OTHER SUCH OCCURRENCES.

"Amenities" shall mean the Amenities Property, Amenities Facilities, and all other facilities constructed on the Amenities Property subject to additions, modifications and deletions made by Amenities Owner from time to time. The Amenities may be comprised of one or more parcels of land, which may not be connected or adjacent to one another but which shall be within Westlake Residences. The Amenities shall be part of the Common Areas.

"Amenities Facilities" shall mean the facilities, improvements and personal property which Developer shall actually have constructed and/or made available to Owners. The Amenities Facilities are currently contemplated to consist of certain recreational facilities and amenities plus related facilities and equipment, together with such other buildings, improvements, amenities, facilities, furnishings, fixtures, equipment and personalty as Developer determines to include for use by or for the benefit of Owners from time to time. The Amenities Facilities, which are subject to modification and change at any time, are planned to include open spaces, playground(s) and/or play area(s), swimming pools with associated decking and facilities, multi-purpose room(s) and facilities for social functions, pavilion(s), and sports courts. THE SIZE, ACTUAL DESIGN, AND FACILITIES TO BE INCLUDED AS PART OF THE AMENITIES FACILITIES ARE SUBJECT TO CHANGE. NO COMMITMENT, REPRESENTATION OR WARRANTY IS MADE CONCERNING THE TIMING OF CONSTRUCTION, DESIGN OR CAPACITY OF THE AMENITIES FACILITIES, AND IN NO MANNER SHALL THE DEVELOPER BE DEEMED TO BE OBLIGATED TO PROVIDE ANY OR ALL THE CONTEMPLATED AMENITIES REFERENCED IN THIS DECLARATION. The timing and completion of the Amenities Facilities is dependent, in part, upon the sale of Homes in the Community, completion of design, and obtaining required approvals and permits. PRIOR TO THE PROJECT COMPLETION DATE, THE AMENITIES FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT DEVELOPER'S SOLE AND ABSOLUTE DISCRETION. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, NEITHER DEVELOPER NOR ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER TO COMMENCE, COMPLETE, OR CONSTRUCT ANY AMENITIES FACILITIES WITHIN ANY SPECIFIED TIME PERIOD.

"Amenities Property" shall initially mean the real property described on **Exhibit 4** attached to and made a part of this Declaration. The Amenities Property may be expanded by Developer, which expansion property shall be brought within the definition of Amenities Property by the recording of an amendment to this Declaration. Notwithstanding the foregoing, Amenities Owner will not change the legal description of the Amenities Property after the Project Completion Date.

"ARC" shall mean the Architectural Review Committee for Westlake Residences established pursuant to Section 19 of this Declaration.

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

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17 of this Declaration.

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

"Association Documents" shall mean this Declaration, the Articles and By-Laws, any Rules and Regulations, and the Community Standards of the Association, all of which as may be amended, modified and supplemented from time to time.

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

"Builder" shall mean any person or entity that purchases a Parcel, Pod, or Lot from Developer for the purpose of constructing one (1) or more Homes.

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

"Charge" shall mean the obligation of an Owner to pay or reimburse money to the Association that is not secured as an Assessment but which will, if not paid, (i) be a lien in favor of the Association encumbering the Home and all personal property located thereon owned by the Owner against whom such Charge is made, and (ii) will give rise to a cause of action against the Owner pursuant to this Declaration, in which case the Association shall also be entitled to recover reasonable attorneys' fees and costs in relation to such action.

"City" shall mean the City of Westlake, Florida, its agencies, divisions, departments, attorneys, and agents authorized to act on its behalf.

"Common Areas" shall mean all real property interests and personalty within Westlake Residences designated as Common Areas from time to time by Plat, in this Declaration, a recorded amendment to this Declaration, or otherwise, and provided for, owned, leased by, or dedicated to the Association for the common use and enjoyment of the Owners. It is currently contemplated that the only Common Areas will be the Amenities, Amenities Facilities and Amenities Property, more particularly described on the attached **Exhibit 4**, although the Common Areas could include, without limitation, open space areas, internal buffers, entranceways and entrance features, private streets and roads, perimeter buffers, perimeter walls and fences, landscaping and landscaped areas, easement areas owned by others, public rights of way, additions, lakes, irrigation pumps, irrigation lines, sidewalks, street lights and other outside lighting, service roads, walls, commonly used utility facilities, project signage and Access Control System, and will include such facilities to the extent located within the Amenities Property. The Common Areas do not include any portion of a Home or the Facilities. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION 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. 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 THE 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 dedicated and/or conveyed to the District and comprise part of the Facilities. Moreover, if any of the foregoing items identified as possible Common Areas are included as part of Neighborhood Common Areas, the same shall not be included in Common Areas. WESTLAKE RESIDENCES HAS BEEN OR WILL BE DEVELOPED IN SUCH A MANNER TO MINIMIZE THE COMMON AREAS. MOST COMPONENTS WHICH ARE TYPICAL "COMMON AREAS" HAVE INSTEAD BEEN DESIGNATED IN THIS DECLARATION OR OTHERWISE AS PART OF (A) THE FACILITIES WHICH ARE ADMINISTERED, OPERATED AND MAINTAINED BY THE DISTRICT, (B) PUBLIC FACILITIES AND PROPERTY ADMINISTERED, OPERATED AND MAINTAINED BY THE CITY OR OTHER GOVERNMENTAL AUTHORITIES, OR (C) NEIGHBORHOOD COMMON AREAS. NO PORTION OF THE FACILITIES, PUBLIC FACILITIES AND PROPERTY, OR NEIGHBORHOOD COMMON AREAS SHALL BE DEEMED COMMON AREAS UNDER THIS DECLARATION. It is specifically contemplated that the Common Areas may change from time to time in connection with the Developer's development plans and other factors not now known including, without limitation, by increase, decrease and/or transfer to a Neighborhood Association or the District); accordingly, reference to Common Areas in this Declaration shall be deemed to refer to same as they may exist from time to time.

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

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ARC pursuant to Section 19 of this Declaration.

"County" shall mean Palm Beach County, Florida, including all of its agencies, divisions, departments, and agents employed to act on its behalf.

"Declaration" shall mean this Declaration of Restrictions, Covenants, and Easements for Westlake Residences, together with all amendments, supplements and modifications of this Declaration.

"Developer" shall mean Minto 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 under this Declaration. 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.

"District" shall mean the independent special purpose unit of government established pursuant to Chapter 189, Florida Statutes, and known as the Seminole Improvement District, which administers all or portions of Westlake Residences, the Project, as well as other properties.

"Exhibits" shall mean (1) Legal Description of Westlake Residences; (2) Articles of Incorporation of the Association; (3) By-Laws of the Association; and (4) Legal Description of Amenities Property, which are attached to this Declaration as Exhibits 1, 2, 3, and 4 respectively. The foregoing Exhibits are incorporated into and made a part of this Declaration.

"F & B Operations" shall have the meaning set forth in Section 9.8 of this Declaration.

"Facilities" shall have the meaning set forth in Section 10.1 of this Declaration and include, without limitation, all of the waterbodies within the Project, the Surface Water Management System serving the Project, and lift stations serving the Project. WESTLAKE RESIDENCES HAS BEEN OR WILL BE DEVELOPED IN SUCH A MANNER TO MINIMIZE THE COMMON AREAS. MOST COMPONENTS WHICH ARE TYPICAL "COMMON AREAS" HAVE INSTEAD BEEN DESIGNATED IN THIS DECLARATION OR OTHERWISE AS PART OF (A) THE FACILITIES WHICH ARE ADMINISTERED, OPERATED AND MAINTAINED BY THE DISTRICT, (B) PUBLIC FACILITIES AND PROPERTY ADMINISTERED, OPERATED AND MAINTAINED BY THE CITY, OR (C) NEIGHBORHOOD COMMON AREAS. NO PORTION OF THE FACILITIES SHALL BE DEEMED COMMON AREAS UNDER THIS DECLARATION.

"Foreclosing Lender" shall mean a Lender that acquires title to a Home or Parcel by foreclosure or judicial sale or by deed in lieu of foreclosure of a bona fide first mortgage on a Home or Parcel held by a Lender.

"Guarantee Expiration Date" shall have the meaning set forth in Section 17.8.2.1 of this Declaration.

"Home" shall mean a residential home and appurtenances thereto constructed within Westlake Residences. A Home shall include, without limitation, townhomes, paired residences, single family homes, live/work units, apartments, and condominium units. 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 the 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.

"Indemnified Parties" shall have the meaning set forth in Section 9.10.5 of this Declaration.

"Individual Assessments" shall have the meaning set forth in Section 17.2.6 of this Declaration.

"Installment Assessments" shall have the meaning set forth in Section 17.2.1 of this Declaration.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot, Home, including, but not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company, Government National Mortgage Association ("**GNMA**"), Federal National Mortgage Association ("**FNMA**"), Federal Home Loan Mortgage Corporation ("**FHLMC**"), an agency of the United States or any other governmental authority, including the U.S. Department of Veterans Affairs ("**VA**") and the Federal Housing Administration ("**FHA**"), or any other similar type of lender generally recognized as an institutional type lender; and (ii) Developer and its affiliates, to the extent Developer or any of its affiliates finances the purchase of a Parcel, Lot, or Home initially or by assignment of an existing mortgage.

"Losses" shall have the meaning set forth in Section 9.10.6 of this Declaration.

"Lot" shall mean any platted lot shown on a Plat, or any parcel of land within Westlake Residences where a Home is built or permitted to be built by the appropriate governmental authorities.

"Management Company" shall have the meaning set forth in Section 9.9 of this Declaration.

"Master Plan" shall mean, collectively, the full or partial concept plan for the development of Westlake Residences 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 Master Plan is subject to change as set forth in this Declaration. The Master Plan is not a representation by Developer as to the development of Westlake Residences or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time. Developer reserves the right to modify the Master 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 WESTLAKE RESIDENCES. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW WESTLAKE RESIDENCES 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.

"Minto" shall mean Minto PBLH, LLC, its successors and/or assigns.

"Member" shall have the meaning set forth in Section 7.3 of this Declaration.

"MRTA" shall have the meaning set forth in Section 7.1 of this Declaration.

"Neighborhood" or **"Pod"** shall mean a designated group of Homes of the same or similar type generally located within a defined portion of Westlake Residences, which may or may not be separately gated, and in which the Owners may have common interests other than those common to all Owners, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Owners. A Neighborhood or Pod may be subject to the jurisdiction of a Neighborhood Association or Pod Association. Designation of Neighborhoods shall be made by Developer by a Supplemental Declaration or Neighborhood Declaration. Developer shall have the right, in its sole discretion, to re-designate Neighborhoods prior to the Turnover Date.

"Neighborhood ARC" shall mean the architectural review committee of any Neighborhood Association. Initially there will not be any Neighborhood ARC's.

"Neighborhood Assessments" means the component of Assessments authorized by the Board from time to time to fund specific Neighborhood Services benefiting only a specific Neighborhood or Pod. Such Neighborhood Assessments shall be a uniform amount for each Home within the designated Neighborhood against which they are

imposed. Neighborhood Assessments shall be levied against all Homes in Neighborhoods benefitted from the services supported thereby upon the same basis as Assessments, provided the Board may, in its sole discretion, reduce Neighborhood Assessments for Lots or Parcels on which a Home has not yet been completed.

"Neighborhood Association" or **"Pod Association"** shall mean any association which governs and/or administers specific portions of Westlake Residences pursuant to a Neighborhood Declaration, if any, but such shall not mean or in any manner be deemed to include the Association. A Neighborhood Association may be a homeowners association or a condominium association.

"Neighborhood Association Documents" shall mean a Neighborhood Declaration, the articles and by-laws of a Neighborhood Association, and any rules and regulations of a Neighborhood Association, all of which as may be amended, modified and supplemented from time to time.

"Neighborhood Common Area" shall mean any portion of Westlake Residences which by Plat, Supplemental Declaration, or Neighborhood Declaration is for the sole benefit and use of Owners within one or more, but less than all, Neighborhoods and designated as common areas of one or more but less than all Neighborhoods from time to time by Plat, this Declaration, a recorded amendment to this Declaration, or otherwise, and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within one or more, but less than all, Neighborhoods. No portion of Neighborhood Common Areas shall be deemed Common Areas for which the Association has maintenance and other obligations under this Declaration. The Neighborhood Common Areas shall be administered, operated and maintained by the applicable Neighborhood Association.

"Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood including, without limitation, any condominium declaration, and which declaration may establish additional covenants and restrictions on certain portions of the Properties and which declaration, without limitation, may provide for the right to place liens against property and the right to levy and collect assessments separate and apart from assessment or lien rights of the Association. No Neighborhood Declaration shall be effective unless and until approved by Developer, which approval shall be evidenced by Developer's execution of, or joinder in, such Neighborhood Declaration, if any.

"Neighborhood Services" shall mean the additional services by the Association for a designated Neighborhood or Pod, including, without limitation, the exterior portions of Lots, Parcels, or Homes, and requested by or provided to Owners in the designated Neighborhood or Pod, and authorized by the Association to be performed by it and which are funded by Neighborhood Assessments.

"Neighborhood Voting Representative" shall mean the President of the Neighborhood Association, who shall have the sole authority and right to cast votes for Owners within their Neighborhood on matters requiring a vote of the Members. The Vice President of a Neighborhood shall be the alternate Neighborhood Voting Representative who shall act in the President's absence.

"NFIP" shall have the meaning set forth in Section 15.1.2 of this Declaration.

"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 to the extent not an operating cost of a Neighborhood Association or Pod Association, including, without limitation, all costs of ownership (to the extent that the Common Areas are owned by the Association); janitorial services for the Common Areas; operation; administration; all amounts payable by the Association; all community lighting, including up-lighting and entrance lighting (if not the obligation of a Neighborhood Association or the District); all amounts payable in connection with any private street lighting agreement between Association and Florida Power & Light Company ("**FPL**") or other utility company, if any; utilities; taxes; insurance; bonds; 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 under the Association Documents, or as determined to be part of the Operating Costs by the Association. By way of example, and not of limitation, Operating Costs shall include all of the 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 costs incurred by the District for the maintenance and operation of the Facilities or otherwise, 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, Builders 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 herein, 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.

“Plat” shall mean any plat of any portion of Westlake Residences recorded in the Public Records, as the same may be amended by Developer, from time to time.

“Project” shall mean and refer to the planned mixed-use project of which Westlake Residences is a part consisting of retail, office, commercial and residential uses located within the City.

“Project Completion Date” shall mean the date upon which all development within the Project, as ultimately planned and as fully developed, have been sold and conveyed to third party buyers other than Developer, an affiliate of Developer, or Builders.

“Properties” shall mean, collectively, all property subject to the terms of this Declaration initially and any property added by amendment to this Declaration.

“Public Records” shall mean the Public Records of the County.

“Reserves” shall have the meaning set forth in Section 17.2.5 of this Declaration.

“Rules and Regulations” shall mean collectively the rules and regulations governing Westlake Residences or any portion of Westlake Residences, as adopted and amended by the Board from time to time.

“Special Assessments” shall mean those Assessments more particularly described as Special Assessments in Section 17.2.3 of this Declaration.

“Standard” shall have the meaning set forth in Section 19.2 of this Declaration.

“Supplemental Declaration” shall mean a supplement or amendment to this Declaration designating a Neighborhood, establishing Neighborhood Assessments, establishing Neighborhood Common Areas or adding or deleting covenants, conditions, restrictions and easements for a Neighborhood. Notwithstanding the foregoing, a Neighborhood may be established by the recording of a Neighborhood Declaration and shall not require the recording of a Supplemental Declaration.

“Surface Water Management System” shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed and/or which is designed and constructed or implemented to control discharges which are necessitated by rain fall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. This term may include, but is not limited to, exfiltration trenches, wetlands, preserve areas, conservation areas, 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. The term also includes those works authorized by the South Florida Water Management District pursuant to a permit or otherwise. The Surface Water Management System shall be part of Facilities and operated and maintained by the District which shall be responsible for compliance with the permit(s) issued by the South Florida Water Management District, or other water management district, relating to Westlake Residences, if any.

“Title Documents” shall have the meaning set forth in Section 25.13 of this Declaration.

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

"Use Fees" shall have the meaning set forth in Section 17.2.4 of this Declaration.

"Violations Committee" shall have the meaning set forth in Section 21.7.2 of this Declaration. In addition to holding hearings regarding imposition of fines and suspension of use rights as provided in Section 21.7.2, the Violations Committee may also enforce compliance with the provisions of this Declaration.

"WCF" shall have the meaning set forth in Section 17.24 of this Declaration.

"WCF Fee" shall have the meaning set forth in Section 17.24 of this Declaration

"Westlake Residences" 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 Minto declares as part of Westlake Residences 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 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 Westlake Residences.

3. **Plan of Development.** The planning process for Westlake Residences is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer and purchasers of Homes and other properties within Westlake Residences. Developer may wish and has the right, but not the obligation, to develop Westlake Residences and any adjacent or nearby property now or hereafter owned by Developer into residences comprised of homes, coach homes, townhomes, villas, zero lot line homes, patio homes, multi-family homes, single family homes, estate homes, paired residences, condominiums, live/work units, apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, educational facilities, technological facilities, and professional offices. The existence at any time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Westlake Residences as finally developed. Any development plan is not a representation by Developer as to the development of the Project or Westlake Residences or its amenities as the Developer shall have the absolute right to plan, develop and construct Westlake Residences and adjacent or nearby properties, including the Project, at Developer's sole discretion. Notwithstanding that the Association may administer condominium developments within Westlake Residences, the Association is NOT a condominium association and, therefore, shall not be subject to the provisions of Chapter 718 of the Florida Statutes in any respect.

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 unless such amendment receives the prior written consent of Developer, which consent may be withheld or delayed for any reason or no reason whatsoever. Notwithstanding any provision in this Declaration to the contrary, no amendment shall alter the provisions of this Declaration benefiting Lenders without the prior written 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. No amendment shall be effective until it is recorded in the Public Records. Within thirty (30) days after recording an amendment to the Association Documents, the Association shall provide copies of the amendment to all Owners; provided, however, if a copy of the proposed amendment was previously provided to the Owners and the proposed amendment is not changed, the Association, in lieu of providing a copy of the amendment to all Owners, may provide notice to the Owners that the amendment was adopted and identifying the Official Records book and page number or instrument number of the recorded amendment and indicating that a copy of the amendment is available at no charge to the Owner upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of recording of an amendment to Owners shall not affect the validity and enforceability of such amendment.

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 the Association have the unfettered right to amend this Declaration and the other Association Documents except as otherwise expressly set forth in this Declaration.

4.3 Amendments Prior to and Including the Turnover Date. Except to the extent prohibited by applicable law, and except as otherwise provided in Section 17.24 of this Declaration, 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 utility, drainage, ingress and egress and roof overhangs over any portion of Westlake Residences; additions or deletions from the properties comprising the Common Areas (including the Amenities); changes in the Rules and Regulations, and modifications of restrictions on the Homes. 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 the Association shall desire to amend this Declaration prior to and including the Turnover Date, the 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 the 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 in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend the Association Documents unilaterally to correct any scrivener's errors.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth in Section 4.1 above, other provisions of this Declaration relating to the right of Developer to approve amendments to this Declaration, and Section 17.24 of this Declaration, this Declaration may be amended with the approval of (i) sixty-six and two thirds percent (66 $\frac{2}{3}$ %) 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 of the Association at which a quorum is present as provided in the By-Laws.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, Developer may submit additional lands to be part of Westlake Residences and subject to this Declaration, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Westlake Residences. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders of any portion of Westlake Residences, 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 Westlake Residences. 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 Westlake Residences.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable and necessary governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two thirds percent (66 $\frac{2}{3}$ %) 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 a quorum is present as provided in the By-Laws.

5.3 Withdrawal. Prior to and including the Turnover Date, Developer may unilaterally and in Developer's sole discretion withdraw any portions of Westlake Residences (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 Westlake Residences 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 Westlake Residences shall not require

the consent or joinder of any other party (including, but not limited to, the Association, Owners, or any Lenders of any portion of Westlake Residences). Notwithstanding the foregoing, Developer shall not remove any portion of Westlake Residences to the extent such removal (a) will result in the denial to any Owner of legal pedestrian access to and from the Owner's Home, or (b) will result in the termination of any utility and/or other system serving a Home. The Association shall have no right to withdraw land from Westlake Residences.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the 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 the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, Westlake Residences and each Home 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 the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the 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 Westlake Residences 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 ("**MRTA**"). It is expressly intended that MRTA will not operate to extinguish any encumbrance placed on Westlake Residences 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. Notwithstanding the foregoing, after the Turnover Date, the Association shall take all legal measures it deems necessary to comply with the requirements of MRTA.

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 the 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/her/its 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 to reference the imposition of this Declaration on the Home in the deed of conveyance, 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 the 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 the Association are governed by the provisions of the Articles and By-Laws. The Association shall have two (2) classes of voting Members as follows:

7.5.1 Class A. Owners shall be Class A Members and shall be entitled to one (1) vote for each such Home owned. In the event a Neighborhood or a Neighborhood Association for Homes is established, such Neighborhood shall be represented by a Neighborhood Voting Representative, which Neighborhood Voting Representative shall have the number of votes equal to the number of Homes within the Neighborhood. The collective votes of Class A Members shall be exercised by the Neighborhood Voting Representative except as otherwise provided in the Articles, the By-Laws or this Declaration; provided, however, so long as Developer is a Class A Member, Developer shall have the option to cast its votes directly or by and through the applicable Neighborhood Voting Representative. In the event the Developer elects to cast its votes directly, then the applicable Neighborhood Voting Representative shall have the number of votes equal to the number of Homes within the Neighborhood not owned by Developer.

7.5.2 Class B. The Developer shall be the sole Class B Member. The Class B Member shall be entitled to four (4) votes for each vote that all Class A Members are entitled to cast at any time. The Class B membership shall terminate upon the first to occur of the following events: (i) when the Developer records a notice in the Public Records of County expressly terminating its Class B membership, or (ii) the Turnover Date. Upon termination of the Class B membership, Developer shall be deemed and become a Class A entitled to vote as specified in Section 7.5.1 above in the Articles and By-Laws.

7.6 Neighborhood Voting Rights. In addition to the voting rights set forth in Section 7.5, every person or entity who is an Owner within a designated Neighborhood shall be entitled to vote in accordance with the procedures set forth in the Articles and By-Laws, on Neighborhood Services for that designated Neighborhood.

7.7 Neighborhood Voting Representatives. Neighborhood Voting Representatives shall be responsible for casting all votes attributable to (a) Homes owned by Class A Members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in the Association Documents. In addition, each Neighborhood Association shall elect an alternate Neighborhood Voting Representative to act in the absence of a Neighborhood Voting Representative. Neighborhood Voting Representatives may cast their votes as they, in their discretion, deem appropriate or as otherwise required under the applicable Neighborhood Association Documents. Neighborhood Voting Representatives are subordinate to the Board and their responsibility and authority does not extend to policymaking, supervising, or otherwise being involved in Association governance beyond voting on matters put to a vote of the Members. Each Neighborhood Association shall provide the Association with the names and addresses of the Neighborhood Voting Representatives and the alternate Neighborhood Voting Representatives.

7.8 Document Recordation by Owners Prohibited. Neither the Association nor any Owner or 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 any of the other Association Documents.

7.9 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.

7.10 Conflicts. In the event of any conflict among this Declaration or other Association Documents and a Neighborhood Declaration, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

7.11 Cooperation with Neighborhood Associations. In the event that one or more Neighborhood Associations are established within Westlake Residences, the Board shall have the power and authority to assist a Neighborhood Association in the performance of its duties and obligations under a Neighborhood Declaration, and cooperate with a Neighborhood Association so that the Association and the Neighborhood Associations can efficiently and economically provide all required services to Owners. It is contemplated that from time to time the Association and the Neighborhood Associations may use the services of each other to better provide such cooperation. The Association Documents may impose more stringent and/or restrictive standards on maintenance, conduct, and restrictions than those imposed by or in accordance with Neighborhood Association Documents. In the event the standards of conduct or maintenance or restrictions set forth in this Declaration are more stringent than those set forth in Neighborhood Association Documents, then this Declaration and the Association's standards 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, if required, to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Westlake Residences for various public purposes and/or utilities, or to make any portions of Westlake Residences part of the Common Areas, or to create and implement a community development district, a special taxing district and/or a special lighting district which may include all or any portion of Westlake Residences. 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 IN ITS SOLE DISCRETION. IT IS CURRENTLY CONTEMPLATED THAT THE ONLY COMMON AREAS WILL BE THE AMENITIES.

9. Operation of Common Areas

9.1 Generally. WESTLAKE RESIDENCES HAS BEEN ESTABLISHED IN SUCH A MANNER TO MINIMIZE THE COMMON AREAS. WESTLAKE RESIDENCES HAS BEEN OR WILL BE DEVELOPED IN SUCH A MANNER SO THAT COMPONENTS WHICH ARE TYPICAL "COMMON AREAS" HAVE INSTEAD BEEN DESIGNATED IN THIS DECLARATION OR OTHERWISE AS PART OF (A) THE FACILITIES WHICH ARE ADMINISTERED, OPERATED AND MAINTAINED BY THE DISTRICT, (B) PUBLIC FACILITIES AND PROPERTY ADMINISTERED, OPERATED AND MAINTAINED BY THE CITY OR OTHER GOVERNMENTAL AUTHORITY, OR (C) OR NEIGHBORHOOD COMMON AREAS. THE COMMON AREAS MAY BE THE MAINTENANCE RESPONSIBILITY OF THE DISTRICT PURSUANT TO THIS DECLARATION, AN AGREEMENT BETWEEN THE ASSOCIATION AND THE DISTRICT, OR OTHERWISE. NO PORTION OF THE FACILITIES, PUBLIC PROPERTY, OR NEIGHBORHOOD COMMON AREAS SHALL BE DEEMED COMMON AREAS UNDER THIS DECLARATION. It is currently contemplated that the only Common Areas will be the Amenities.

9.2 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas, if any, to the Association as set forth in Section 9.5 of this Declaration, any portion of the Common Areas owned by Developer shall be operated, maintained, repaired, replaced, insured and administered at the sole cost of the Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate; provided, however, the District may be responsible for the operation, maintenance, repair and replacement of the Common Areas pursuant to this Declaration, an agreement between the District and the Association or otherwise. 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 Westlake Residences 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 (if any) are actually constructed, completed, and conveyed to, operated by, leased by, dedicated to, and/or maintained by the Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas, including the Amenities, are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained in this Declaration as a representation or

warranty as to the extent of the Common Areas to be owned, operated, leased by, or dedicated to the District or the Association. Developer, so long as it controls the Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to in this Declaration in its sole discretion and without notice, or convey any Common Areas to the District upon which conveyance such Common Areas will become Facilities.

9.3 Construction of Common Areas and Facilities. Developer has constructed or may construct, from time to time, at its sole cost and expense, certain facilities and improvements as part of the Common Areas or Facilities, 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 Area facilities and improvements and Facilities within Westlake Residences, 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 or Facilities. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, Common Areas, or Facilities as they are contemplated as of the date of this Declaration. 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, Common Areas, or Facilities, or changes or modifications to any of them.

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

9.5 Conveyance

9.5.1 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 the Association. The 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. (The 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 in this Declaration. The Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. The Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s), if any, 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. THE ASSOCIATION AGREES TO ACCEPT THE COMMON AREAS, PERSONAL PROPERTY, AND EQUIPMENT THEREON AND APPURTENANCES THERETO IN "AS IS, WHERE IS" CONDITION. 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/her/its Home as set forth in this Declaration.

9.5.2 Form of Deed. Each deed of the Common Areas, if any, shall be subject to the following provisions:

9.5.2.1 a perpetual non-exclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.5.2.2 matters reflected in the Plat, if any;

9.5.2.3 perpetual non-exclusive easements in favor of Developer, its successors and assigns in, to, upon and over all of the Common Areas for the purposes 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 and sales and marketing purposes. The easements

reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.5.2.4 all restrictions, reservations, agreements, easements, covenants and other matters of record;

9.5.2.5 in the event that the 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 that the Common Areas are defective in any respect, the Association shall give written notice to Developer detailing the alleged failure or defect. Once the Association has given written notice to Developer pursuant to this Section, the 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. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9:00 a.m. and 5:00 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. The 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 the Association fails to comply with its obligations under this Section in any respect, the Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which the Association and Developer agree is a fair and reasonable remedy and is not a penalty; and

9.5.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of Westlake Residences) to require that the 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 replatting or otherwise.

9.6 Operation after Conveyance. After the conveyance or dedication of any portion of the Common Areas to the Association, the portion of the Common Areas so dedicated shall be owned, operated, maintained, and administered by the Association for the use and benefit of the owners of all property interests in Westlake Residences including, but not limited to, the Association, Developer, the District, Owners and any Lenders. Notwithstanding the foregoing, subject only to the Association's right to grant easements and other interests as provided in this Declaration, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party, other than the District or the City, 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) if after the Community Completion Date, the approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board, and (b) seventy-five percent (75%) of all of the votes of Members being first had and obtained.

9.7 Paved Areas. Association is responsible for the maintenance and/or resurfacing of paved surfaces within the Amenities Property, including roads, paths and pathways, and sidewalks within the Amenities Property and forming a part of the Common Areas. Paved areas within a Neighborhood and/or comprising Neighborhood Common Areas under the jurisdiction, administration or control of a Neighborhood Association shall be maintained as provided in the applicable Neighborhood Declaration. Paved areas located outside of the Amenities Property, not located within a Neighborhood, and not dedicated to the City shall be the maintenance responsibility of the District. Although pavement appears to be a durable material, it requires maintenance. The Association, with respect to paved surfaces within the Amenities Property, 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 for which it has maintenance responsibilities by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of the Association. The 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 within the Amenities Property and forming part of the Common Areas annually for deterioration and to advise the 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, the Association should monitor the roads, sidewalks and other paved areas within the Amenities Property and 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. The Association

acknowledges that the paved surfaces may, and most likely will, have wear and tear thereon due to usage, when and if conveyed to the Association by Developer.

9.8 Amenities. The Amenities are part of the Common Areas and shall be used for recreational and social purposes by the Association and Owner and their family members, guests, invitees and lessees. The Amenities shall be kept and maintained by the Association for recreational and social uses and attendant uses and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. Notwithstanding the foregoing, the Amenities may include facilities for the sale of food and beverages for on-premises consumption ("**F & B Operations**"). Association shall be responsible for operating and maintaining the F & B Operations either through employees of the Association or through a Management Company. The Association shall be responsible for obtaining all necessary approvals from applicable governmental authorities for the operation of the F & B Operations. The Association shall receive the net proceeds from the F & B Operations and shall be responsible for any losses from the F & B Operations, with such losses being billed to Owners as part of Operating Costs of the Association. Developer reserves the right to change the Amenities Facilities, including the right to reduce the planned Amenities Facilities. The decision whether to change the Amenities Facilities or reduce the planned Amenities Facilities and the construction thereof shall be in the sole discretion of the Developer.

NEITHER DEVELOPER NOR THE ASSOCIATION SHALL BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE AMENITIES. ANY PERSON USING THE AMENITIES SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DEVELOPER AND ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM OR RELATING TO SUCH USE.

9.9 Delegation and Managers. Once conveyed or dedicated to the 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 the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations under this Declaration and the Association Documents to a licensed manager or professional management company ("**Management Company**") and/or to the District. The 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). Further, Association may delegate portions of the Association's general rights, powers, duties and obligations to Neighborhood Associations with respect to particular areas or services affecting or within a Neighborhood, and the Association may delegate portions of the Association's duties and obligations to the District; such delegations may be made by a Neighborhood Declaration, amendment to this Declaration, agreement with a Neighborhood Association or District, or otherwise. Association hereby delegates to the respective Neighborhood Associations the responsibility to enforce Sections 13 and 14 of this Declaration, and such delegation shall be binding on the Neighborhood Associations. This delegation may be revoked or amended by Master Association at any time. This delegation of enforcement powers shall not, however, preclude Association from enforcing any of the restrictions and standards set forth in Sections 13 and 14 of this Declaration. Developer, its affiliates and/or subsidiaries shall have the right to manage the Association, in which event such manager shall be included in the term "Management Company." Owners and the Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage the Association. Further, in the event that a Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.10 Use.

9.10.1 Nonexclusive Use. The Common Areas, including the Amenities, shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons and entities (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 or entities, 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 under this Declaration.

9.10.2 Right to Allow Use. Developer and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners 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, which consent may be granted or withheld in Developer's sole discretion. Thereafter, any such agreement shall require the approval of the majority of the Board, which approval shall not be unreasonably withheld or delayed.

9.10.3 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.

9.10.4 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME, LOT, OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES WITHIN, ADJACENT TO, OR IN THE VICINITY OF WESTLAKE RESIDENCES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, DISTRICT, OR ANY NEIGHBORHOOD ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Waterbodies may be dry during certain weather conditions and/or at certain times of the year. Developer, District, Association and Neighborhood Associations shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within, adjacent to or in the vicinity of Westlake Residences. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home (but outside any easement in favor of the South Florida Water Management District or the District and outside a lake slope or bank) with the prior approval of the ARC. No fence or other structure may be placed within any lake maintenance easement. Swimming and boating are not permitted in any waterbody within or adjacent to Westlake Residences or the Project. No private docks may be erected within any waterbody. **IT IS INTENDED THAT ALL OF THE WATERBODIES WITHIN THE PROJECT, INCLUDING WESTLAKE RESIDENCES, WILL BE PART OF THE FACILITIES AND OWNED AND MAINTAINED BY THE DISTRICT EXCEPT AS MAY OTHERWISE BE PROVIDED IN A NEIGHBORHOOD DECLARATION.** Swimming, fishing and feeding wildlife are prohibited within any of the lakes or waterbodies within, adjacent to, or in the vicinity of Westlake Residences. 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.

9.10.5 Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of Westlake Residences accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Westlake Residences (e.g. Common Areas and 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 and/or construction of neighboring buildings or other structures, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Westlake Residences, (e) design of any portion of Westlake Residences, (f) injury, damage, destruction and/or loss of life arising from the presence of waterbodies within Westlake Residences, (g) the use of effluent in the irrigation and/or fertilization of the Common Areas or other portions of Westlake Residences, and (h) powerlines, high voltage transmission lines, utility lines, pipelines and/or natural gas lines running through, adjacent to or near Westlake Residences. Each such person entering any portion of Westlake Residences also expressly indemnifies and agrees to defend and hold harmless Developer, the District, the City, Association, Builders and Neighborhood Associations, and all their respective employees, directors, representatives, officers, agents, partners, affiliates and attorneys (in house or out-sourced) (collectively, the "**Indemnified Parties**"), from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, 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, or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT WESTLAKE RESIDENCES MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, WILD BOARS AND FOXES. DEVELOPER, BUILDERS, DISTRICT, CITY, ASSOCIATION AND 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/HER/ITS GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY AND NEITHER DEVELOPER, DISTRICT, CITY, ASSOCIATION, NOR NEIGHBORHOOD ASSOCIATIONS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR DAMAGE OR INJURY AS A RESULT OF ANY WILD ANIMALS.

9.10.6 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 of this Declaration, 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, within, adjacent to or near Westlake Residences by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached to this Declaration and/or from any act or omission of Developer, Builders, the District, Association, or of any of the other Indemnified Parties. Should any Owner bring suit against Developer, Builders, the District, Association, or any of the other Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such Indemnified Parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals.

9.11 Rules and Regulations.

9.11.1 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 Westlake Residences. 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 under this Declaration. The Rules and Regulations of the Association may be more restrictive than similar rules of a Neighborhood Association, if any, and in such event shall prevail over the Neighborhood Association rules.

9.11.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer, and shall not be applied in a manner which would prohibit or restrict the development of Westlake Residences, the development and operation of the Amenities, or adversely affect the interests of Developer. Without limiting the foregoing, Developer, Builders and/or their respective successors and assigns, shall have the right to: (i) develop and construct Homes, Parcels, Common Areas, Facilities and related improvements within Westlake Residences, including the Amenities, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and Parcels, and (b) residences and properties located outside of Westlake Residences); general offices and construction operations within Westlake Residences; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Westlake Residences 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 Westlake Residences; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas, Facilities, or portions of Westlake Residences owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Westlake Residences, including, without limitation, Parcels and Homes; (vi) excavate fill from Westlake Residences or adjacent property and/or any lakes or waterbodies within or adjacent to Westlake Residences (if any) by dredge or dragline, store fill within Westlake Residences and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, Westlake Residences 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 Westlake Residences.

9.12 Public Facilities. Westlake Residences 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, open spaces, or other facilities within the boundaries of Westlake Residences. All Facilities shall be open and available for use by the general public.

9.12.1 Lift Stations. The District owns one or more lift stations that are located within the boundaries of Westlake Residences. Developer hereby grants, bargains, and sells a perpetual, non-exclusive easement over, under and across Westlake Residences in favor of the District for the purpose of installation, maintenance, repair, and replacement of the lift station(s) within Westlake Residences and its/their related

appurtenances, such that the District has easement rights to access the lift station(s) as well as the right to conduct construction, operation, maintenance, repair, alteration, inspection and replacement of the lift station(s) as well as all appurtenant water lines, pipes, conduits, mains, valves, meters and other appurtenances. The lift station(s) may be fenced-in to control access. The lift station(s) may have capacity to and may serve properties other than Westlake Residences. Certain Homes as well as Common Areas and/or Facilities will be located in close proximity to the lift station(s). Each Owner, by acceptance of a deed to a Home, acknowledges the proximity of the lift station(s) and that operation of the lift station(s) may cause certain disturbances, including smells, odors and/or noises. Neither Developer, the Association, the City, nor the District shall have any liability to an Owner as a result of the existence or operation of a lift station.

9.12.2 Public Roads. All roads within Westlake Residences other than roads and driveways within the Amenities Property and roadways within a Neighborhood are public roads.

9.13 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 Facilities 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 Facilities; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.14 Special Taxing and Other Districts. Westlake Residences is located within the District. Westlake Residences may also be located within a special taxing district or other district(s) created by the County (or proposed to the Board of County Commissioners) for the purpose of providing local improvements and services including, without limitation, street lighting and landscape maintenance. If within a special taxing or other district, the costs for providing such improvements and services shall be paid by special assessments levied against Homes within such special taxing or other district. Such special assessments may be collected at the same time and in the same manner as ad valorem taxes. 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 to the District, a special taxing or other 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, waterbodies, 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 provided in this Declaration, Developer may sign any taxing district petition as attorney-in-fact for each Owner and Association. Each Owner's obligation to pay taxes associated with such district(s) 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 the City, the County and all other applicable governing entities having jurisdiction with respect to the same.

9.15 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, the District, the City and all their respective officers, directors, members, managers, shareholders, representatives, agents, partners, affiliates and any related persons, companies 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, the 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.

9.16 Site Plans and Plats. Westlake Residences may be subject to one or more plats (each individually, a "Plat" and collectively "Plats") as may be amended from time to time. The Plat(s) may identify some of the Common Areas within Westlake Residences. 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 Amenities Facilities or other 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. Seminole Improvement District.

10.1 Generally. The Seminole Improvement District (the "**District**") may provide community development, maintenance and other services to lands within Westlake Residences. Portions of Westlake Residences may be owned, maintained and/or operated by the District, including, but not limited to, roads, perimeter walls/fences, buffers, street lights adjacent to public roads (including street lights located on Lots or Parcels), drainage system(s), Surface Water Management System, lakes and waterbodies, landscaping, open spaces, irrigation system(s), and/or utilities. Other portions of Westlake Residences may be owned by the District and maintained and/or operated by the Association, a Neighborhood Association, or Owners. By way of example, it is possible that common open spaces, water management tracts and other property will be owned by the District but maintained by the Association, a Neighborhood Association, or Owners. In the event that any portions of Westlake Residences 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 WESTLAKE RESIDENCES 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. HOWEVER, WESTLAKE RESIDENCES HAS BEEN OR WILL BE DEVELOPED IN SUCH A MANNER TO MINIMIZE THE COMMON AREAS. MOST COMPONENTS WHICH ARE TYPICAL "COMMON AREAS" HAVE INSTEAD BEEN DESIGNATED IN THIS DECLARATION OR OTHERWISE AS PART OF (A) THE FACILITIES WHICH ARE ADMINISTERED, OPERATED, AND MAINTAINED BY THE DISTRICT, (B) PUBLIC FACILITIES AND PROPERTY ADMINISTERED, OPERATED AND MAINTAINED BY THE CITY OR OTHER GOVERNMENTAL AUTHORITIES, OR (C) NEIGHBORHOOD COMMON AREAS. NO PORTION OF THE FACILITIES SHALL BE DEEMED COMMON AREAS UNDER THIS DECLARATION.** Portions of the Common Areas may be conveyed by Developer to the District and shall become part of the Facilities. Such Facilities will be part of the District, and the District shall govern the use and maintenance of such Facilities. In the event that the Developer or any successor conveys certain Common Areas 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 9.5 in this Declaration 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 the District, thereby making such Common Areas part of the District's Facilities. The District may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities. The inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of assessments to the District for the acquisition, construction, reconstruction, operation, equipping, and maintenance of the Facilities.

10.2 Disclosure. **IF YOU PURCHASE A HOME IN WESTLAKE RESIDENCES, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE SEMINOLE IMPROVEMENT DISTRICT AND WILL BE SUBJECT TO ADDITIONAL COSTS. SPECIAL ASSESSMENT BONDS MAY BE ISSUED BY THE DISTRICT TO FINANCE CERTAIN INFRASTRUCTURE. SUCH BONDS, IF ISSUED, WILL BE PAYABLE BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL HOMES IN WESTLAKE RESIDENCES. THESE SPECIAL ASSESSMENTS WILL APPEAR ON YOUR TAX BILL EACH YEAR FOR NOT MORE THAN THIRTY (30) YEARS FROM THE FIRST INSTALLMENT AS A NON-AD VALOREM ASSESSMENT. IN ADDITION, THE DISTRICT WILL IMPOSE SPECIAL ASSESSMENTS TO FUND THE OPERATIONS OF THE DISTRICT AND THE MAINTENANCE AND REPAIR OF THE FACILITIES. THESE SPECIAL ASSESSMENTS WILL BE IN ADDITION TO OTHER PROPERTY TAXES AND ASSESSMENTS. UNDER CERTAIN CIRCUMSTANCES, YOU MAY PREPAY THE DEBT PORTION OF ASSESSMENTS. YOU MAY CONTACT SEVERN TRENT SERVICES, THE DISTRICT MANAGER, AT (954) 753-5841 FOR MORE INFORMATION REGARDING THESE SPECIAL ASSESSMENTS, YOUR PREPAYMENT RIGHTS AND A GOOD FAITH ESTIMATE**

OF THE ANNUAL OPERATION AND MAINTENANCE ASSESSMENTS THAT THE DISTRICT MAY ALSO LEVY.

11. Maintenance by Association.

11.1 Common Areas. Except as otherwise specifically provided in this Declaration or in a Neighborhood Declaration to the contrary, and/or except to the extent the obligation of the District or a Neighborhood Association pursuant to this Declaration, a Neighborhood Declaration, or otherwise, Association shall at all times administer, operate, maintain, repair, replace and insure the Common Areas and all improvements placed thereon, including, without limitation, the Amenities, Common Area landscaping and irrigation to the extent not a maintenance obligation of, or maintained by, the District or a Neighborhood Association. The cost of Common Area maintenance shall be part of Operating Costs. In addition to the other requirements set forth in this Declaration, the Association shall maintain the Common Areas in a manner consistent with this Declaration. WESTLAKE RESIDENCES HAS BEEN OR WILL BE DEVELOPED IN SUCH A MANNER TO MINIMIZE THE COMMON AREAS AND/OR MINIMIZE THE ASSOCIATION'S MAINTENANCE AND OTHER OBLIGATIONS RELATING TO COMMON AREAS; COMPONENTS WHICH ARE TYPICAL "COMMON AREAS" HAVE INSTEAD BEEN DESIGNATED IN THIS DECLARATION OR OTHERWISE AS PART OF (A) THE FACILITIES WHICH ARE ADMINISTERED, OPERATED AND MAINTAINED BY THE DISTRICT, (B) PUBLIC FACILITIES AND PROPERTY ADMINISTERED, OPERATED AND MAINTAINED BY THE CITY OR OTHER GOVERNMENTAL AUTHORITIES, OR (C) NEIGHBORHOOD COMMON AREAS. THE COMMON AREAS MAY BE THE MAINTENANCE RESPONSIBILITY OF THE DISTRICT PURSUANT TO THIS DECLARATION, AN AGREEMENT BETWEEN THE ASSOCIATION AND THE DISTRICT, OR OTHERWISE. It is contemplated that the Association shall only be responsible for the maintenance of the Amenities and Amenities Facilities.

11.2 District Facilities. The District may contract with the Association for the maintenance, repair and replacement of District Facilities in the District's sole and absolute discretion, and if so, the maintenance, repair and replacement of such Facilities shall become the obligation of the Association, the costs of which shall be part of Operating Costs.

11.3 Covenant for Maintenance. Association shall be responsible for, and shall at all times maintain the Common Areas (except to the extent maintained by the District) in good condition and repair including, without limitation, (a) the drainage systems and drainage facilities within the Amenities Property, (b) Common Area landscaping within the Amenities Property including cutting, edging and fertilizing and maintaining the trees, shrubs and hedges, (c) sprinkler and irrigation systems within the Amenities Property, (d) perimeter and/or wing walls and/or perimeter fences located within the Amenities Property, (e) street lighting located within the Amenities Property, and (f) entrance features and sign wall(s), if any, located in the entrance way(s) or median(s) of the entrance road(s) to the Amenities Property. The cost and expense of such maintenance, as well as all costs and expenses relating to the Common Areas, shall be part of Operating Costs.

11.4 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, Lot, 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 the Association.

11.5 Right of Entry. Developer, the District and the Association are granted a perpetual and irrevocable easement over, under and across Westlake Residences for the purposes expressed in this Declaration, 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, install, maintain, repair, alter, replace and/or remove improvements, landscaping, utilities, and/or structures on any portion of Westlake Residences if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.6 Maintenance of Property Owned by Others. The Association shall, if designated by Developer (or by the Association after the Community Completion Date) by amendment to this Declaration (subject to the general restrictions on amendments set forth in Section 4.1 of 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 (or by the Association after the Community Completion Date) upon areas which are within or outside of Westlake Residences. Such areas may abut, or be proximate to, Westlake Residences, 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 Westlake Residences. 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.

11.7 Neighborhood Association Responsibility. Any Neighborhood Association having responsibility for maintenance of all or a portion of property within a particular Neighborhood pursuant to a Neighborhood Declaration shall perform such maintenance responsibility in a manner consistent with this Declaration and the Community Standards. In the event that a Neighborhood Association fails to adequately maintain the property for which it is responsible, the Association shall have the right, but not the obligation, to maintain such property and to assess the costs against the Homes, Lots or Parcels within the Neighborhood which the Association deems to be benefited by the maintenance performed by the Association. Each such Owner shall pay its share of such expenses incurred by Association. Such Assessments may be collected as Individual Assessments and shall be subject to all lien rights provided in this Declaration.

11.8 Cooperation with the District and Neighborhood Associations. The Board shall have the power to assist the District and Neighborhood Associations (if any) in the performance of their duties and obligations and cooperate with the District and Neighborhood Associations (if any) so that the District, Neighborhood Associations (if any), and the Association can more efficiently and economically provide all required services to Owners. It is contemplated that from time to time the District, the Association, and/or the Neighborhood Associations (if any) may use the services of each other in furtherance of its goals and obligations and that they may contract with each other to better provide for such cooperation.

11.9 Trash Collection. The City will provide trash collection services for Westlake. To the extent not provided or performed by the City, Association or applicable Neighborhood Association shall arrange and contract for trash removal and recycling from Westlake Residences, the cost of which shall be part of Operating Costs to the extent provided by the Master Association. Trash collection, disposal and recycling procedures established by the City shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, recycling bins or containers, 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 his/her/its respective Neighborhood trash collection site or garbage cans and trash containers sufficient for pick-up by the appropriate collection entities in accordance with the requirements of any such entity, including the placement of trash and recycling receptacles in specified locations. All such trash and recycling receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans, trash containers, and recycling bins or 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. Association or the City may require that specific garbage cans, trash containers and recycling bins or containers be used and purchased from or through the Association or City.

12. Maintenance by the District. The District shall be responsible for, and shall at all times maintain the Facilities in good condition and repair including, without limitation, (a) the Surface Water Management System, including all lakes and waterbodies within Westlake Residences except as otherwise provided in a Neighborhood Declaration, (b) conservation areas, preserves and preserve areas, uplands, buffer areas, wetlands, mitigation areas dedicated by Plat and/or protected by a conservation easement, development agreement or otherwise (if any), (c) irrigation and sprinkler systems comprising part of the Facilities, and (d) drainage systems and drainage facilities within Westlake Residences except as otherwise provided in Section 11.3 or in a Neighborhood Declaration, and (e) paved areas located outside of the Amenities Property, not located within a Neighborhood, and not dedicated to the City shall be the maintenance responsibility of the District. The Facilities shall be well-maintained and kept in first-class, good, safe, clean, neat and attractive condition consistent with the general appearance of Westlake Residences.

The District may contract with the Association for the maintenance, repair and replacement of District Facilities in the District's sole and absolute discretion, and if so, the maintenance, repair and replacement of such Facilities shall become the obligation of the Association, the costs of which shall be part of Operating Costs. The cost of such maintenance, repair and costs relating to the Facilities shall be part of special assessments levied against all Homes in Westlake Residences.

13. Maintenance by Owners.

13.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association, a Neighborhood Association, or the District shall be well-maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Westlake Residences by the Owner of each Home, Lot or Parcel. Such maintenance includes, but is not limited to maintenance of all grass and landscaping including mulch, hedge and tree trimming, maintenance, weeding and fertilizing, all in accordance with the requirements of a Neighborhood Declaration.

13.2 Right of Association to Enforce. Each Owner grants Association an easement over his/her/its Home, Lot or Parcel for the purpose of insuring compliance with the requirements of this Declaration, including this Section 13, and the requirements of the applicable Neighborhood Declaration. In the event an Owner does not comply with such requirements, Association may, but is not required, to perform the necessary maintenance and charge the costs thereof plus a reasonable administrative fee in an amount determined by the Board in its sole discretion, subject to the limitations contained in applicable law, if any, to the non-complying Owner as an Individual Assessment or otherwise. Association shall have the right to enforce the maintenance standards in this Declaration and in an applicable Neighborhood Declaration by all necessary legal action. In the event the Association is the prevailing party with respect to any litigation respecting compliance with the maintenance requirements of this Declaration and/or a Neighborhood Declaration, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees and costs, pre-trial, at trial and at all levels of proceedings, including appeal.

14. Use Restrictions. Each Owner must comply with all use restrictions contained in this Declaration, in Neighborhood Association Documents, as well as the following:

14.1 Applicability. Developer shall have the right (but not the obligation) to exempt some or all of Westlake Residences from the provisions of this Section 14. Subject to the foregoing right of the Developer, and except as otherwise specifically provided in this Section 14, the provisions of this Section 14 shall apply to all of the Properties within Westlake Residences and the use thereof, but shall not apply to the Developer or portions of the Properties within Westlake Residences owned or leased by the Developer.

14.2 Commercial Activity. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. 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 Westlake Residences. 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 Westlake Residences. No solicitors of a commercial nature shall be allowed within Westlake Residences without the prior written consent of the Association. No garage or yard sales are permitted, except as permitted by Association. Prior to the Community Completion Date, the Association shall not permit any garage or yard sales without the prior written consent of Developer. EACH OWNER ACKNOWLEDGES THAT WESTLAKE RESIDENCES AND/OR ADJACENT PROPERTIES WILL CONTAIN COMMERCIAL PROPERTIES FROM WHICH COMMERCIAL ACTIVITIES, INCLUDING RETAIL AND OTHER BUSINESS ACTIVITIES, WILL BE CONDUCTED, AND THAT VARIOUS ACTIVITIES PERTAINING TO SUCH COMMERCIAL PROPERTIES MAY RESULT IN INCREASED NOISE, ODORS, AND INCREASED COMMERCIAL AND OTHER VEHICLE TRAFFIC.

14.3 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's officer or representative of the Management Company retained by the Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

14.4 General Use Restrictions. Each Home, Parcel, the Common Areas, the Facilities, and any portion of Westlake Residences shall not be used in any manner contrary to the Association Documents and applicable Neighborhood Association Documents.

14.5 Golf Carts. Golf carts may be used for transportation within the Community. Golf carts may only be driven by a licensed driver, and the golf cart and any driver of a golf cart must be insured at all times. Golf carts may not be parked or stored within the driveway or outside of a Home; golf carts must be parked within the garage of a Home while not in use. Outside of a Home, golf carts may only be parked in designated parking areas.

14.6 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Westlake Residences. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed.

14.7 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his/her/its Home. Developer, Association, and Neighborhood Associations shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of sixteen (16) shall be accompanied by an adult at all times.

14.8 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 Westlake Residences is permitted. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of Homes, Common Areas, or Facilities by any Owner or permitted occupant thereof, his/her immediate family, guests, tenants and invitees; provided, however, events held at the Amenities Property as provided in Section 25.12 of this Declaration shall not be considered a nuisance hereunder or otherwise. Nothing shall be done or kept within the Common Areas or any other portion of Westlake Residences, including a Home, Lot or Parcel which will increase the rate of insurance to be paid by Association, if any.

15. Insurance. Association shall maintain the following insurance coverage, the cost of which shall be part of Operating Costs to be shared equally by Owners:

15.1 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.

15.1.1 Casualty. Property and casualty insurance for all insurable improvements owned or maintained by the Association on the Common Areas, if any, 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.

15.1.2 Flood Insurance. If the Common Areas (if any) 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 and any other Common Areas for which the Association chooses to obtain flood insurance.

15.1.3 Liability Insurance. Commercial general liability insurance and hazard insurance 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.

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

15.1.5 Fidelity Bonds. Unless waived on an annual basis by approval of a majority of the voting interests present at a properly noticed meeting of the Association at which a quorum is present, the Association shall obtain insurance or 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 including, but not limited to, persons who control or disburse funds of the Association, i.e. persons authorized to sign checks on behalf of the Association, and the president, vice-president secretary, and treasurer of the Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a Management Company, 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 or insurance shall be based upon reasonable business judgment and must cover the maximum funds that will be in the custody of the Association or its licensed manager or Management Company at any one time. The fidelity bonds must meet the following requirements (to the extent available at a reasonable premium):

15.1.5.2 The bonds shall name Association as an obligee.

15.1.5.4 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.

15.1.5.6 The premiums on the bonds (except for premiums on fidelity bonds maintained by a Management Company, or its officers, employees and agents), shall be paid by Association.

15.1.5.8 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.

15.1.6 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.

15.1.7 Developer. Prior to and including the Turnover Date and to the extent not prohibited by law, Developer shall have the right, at Association's expense, to provide any such insurance coverage required by this Declaration as it deems appropriate under its master insurance policy in lieu of any of the foregoing.

15.2 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.

15.3 Casualty to Common Areas. In the event of damage to the Common Areas (if any), or any portion thereof, Association shall be responsible for reconstruction after casualty.

15.4 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 to the then current governmental regulation(s).

15.5 Additional Insured. Developer and its lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

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

15.7 Owner Responsibility. Notwithstanding any other provision of this Declaration, an Owner is responsible for any insurance deductible and the costs of repair or replacement of property insured by the Association and not paid by insurance proceeds if such damage is caused by the intentional conduct, negligence or failure to comply with the terms of this Declaration by the Owner, the Owner's family, or the Owner's occupants, tenants, guests or invitees.

16. Property Rights.

16.1 Owners' Easement of Enjoyment. Every Owner (including Developer), and its immediate family, tenants, guests and invitees, and every owner of an interest in Westlake Residences shall have a non-exclusive right and easement of ingress and egress over, and 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:

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

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

16.1.3 The right of Association to suspend an Owner's rights under this Declaration or to impose fines in accordance with applicable Florida law.

16.1.4 The right of Association 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 Association Assessment against that Owner remains unpaid.

16.1.5 The right of the Association to require that vehicles of all or certain types of Owners, lessees, and occupants bear appropriate decals and to charge a reasonable fee for such decals.

16.1.6 The right of the Association to reasonably limit the number of Owners, lessees and guests using the Common Areas.

16.1.7 The right of Developer, Association and/or District 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.

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

16.1.9 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.

16.1.10 The rights of Developer, the District and/or Association regarding Westlake Residences as reserved in this Declaration including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

16.1.11 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a lessee or otherwise occupied pursuant to an approved lease, license or occupancy agreement.

16.2 Access, Ingress and Egress, and Parking. In addition to the general easements for use of the Common Areas, there shall be, and Developer reserves, grants and covenants for itself and all future Owners and their family members, lessees and guests, and to the Association, Neighborhood Associations, and the District, 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, Westlake Residences; (ii) for vehicular traffic over, through and across such portions of Westlake Residences as, from time to time, may be paved and intended and designated for such purposes; and (iii) vehicular parking on any portions of Westlake Residences as, from time to time, may be paved and intended and designated for parking as permitted by this Declaration.

16.3 Maintenance Easement. Each Owner and the Owner's contractors and subcontractors shall have an easement over those portions of the Common Areas which is necessary for Owners to fulfill any maintenance, repair and reconstruction obligations of Owners under this Declaration or a Neighborhood Declaration.

16.4 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to the District, its successors and assigns, the non-exclusive right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities, sewer collection facilities, and all other utilities including, but not limited to, irrigation facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Westlake Residences (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association.

16.5 Development Easement. In addition to the rights reserved elsewhere in this Declaration, Developer reserves an easement for itself and/or its nominees over, upon, across, and under Westlake Residences as may be required in connection with the development of Westlake Residences, including the Amenities, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes and Parcels, the Amenities, or any portion of Westlake Residences, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Westlake Residences for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer 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 and Parcels. Further, Developer may market other residences and properties located outside of Westlake Residences from Developer's sales facilities located within Westlake Residences. 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 Homes and Parcels or the leasing of property. The easements created by this Section, and the rights reserved in this Declaration in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 22 of this Declaration. 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.

16.6 Signage. There is hereby reserved to Developer, its successors and assigns, a perpetual, non-exclusive easement to access all signage for Westlake Residences, if any, to identify Minto and/or any of its affiliated or related entities directly below, or in close proximity, to the name of Westlake Residences or install additional signage identifying Minto and/or any of its affiliated or related entities in close proximity of any signage containing the Westlake Residences name. Further, Developer shall have the right, but not the obligation, to maintain, modify or remove such signage in its sole and absolute discretion, without consent of the Association or any Owner.

16.7 Public and Utility Easements. City, fire, police (including the sheriff's department), 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. Such permanent and perpetual easements include any agreements between the City, County, Developer, Association, and/or District for traffic control and enforcement purposes on the roads and roadways within Westlake Residences.

16.8 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 in this Declaration.

16.9 Easement for Encroachments. If (a) any improvement upon any portion of the Common Areas encroaches upon any other portion of Westlake Residences; (b) any improvements upon any portion of Westlake Residences 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 Westlake Residences 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 16.9 shall not be in derogation or limitation of any other rights of the Developer.

16.10 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer in this Declaration, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Westlake Residences (including Lots, Parcels, and/or Homes) for 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 expressed in this Declaration.

16.11 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 person or entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Westlake Residences (including Lots, Parcels and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

16.12 Drainage. A perpetual non-exclusive easement shall exist in favor of Developer, the District, the Association, the City, and the County and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Westlake Residences over, across and upon Westlake Residences 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 Westlake Residences (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation 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 Westlake Residences and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Westlake Residences and/or water management 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.

16.13 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 Westlake Residences for such purposes as the Developer shall reasonably deem necessary or helpful in connection with the development, sale, use or operation of Westlake Residences, 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, Lot or Parcel, and each mortgagee, by acceptance of a lien upon any Home, Lot or Parcel, 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 Westlake Residences, or any portion thereof, in accordance with the provisions of this Declaration.

16.14 Blanket Easement in Favor of Association. The Association is hereby granted an easement over all of Westlake Residences, including all Homes, Lots and Parcels, for the purpose of (a) constructing, maintaining, replacing and operating all Common Areas including, but not limited to, perimeter walls and fences, if any, (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment, and (c) performing any obligation of Association under this Declaration.

16.15 Blanket Easement in Favor of Developer. Developer shall also have blanket easements above, across and under Westlake Residences. The easement shall permit, without limitation, all construction, maintenance and replacement activities of Developer.

16.16 Blanket Easement in Favor of the District. The District is hereby granted and shall have blanket easements above, across, over and under all of Westlake Residences necessary for District operations, including all maintenance responsibilities of the District. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

16.17 Duration. All easements created in this Declaration or pursuant to the provisions of this Declaration shall be perpetual unless stated to the contrary.

17. Assessments

17.1 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 and based on a Builder's budget. 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, Builders shall not be required to pay for the same.

17.2 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 Westlake Residences, 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:

17.2.1 Any monthly or 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 ("Installment Assessments");

17.2.2 Any Neighborhood Assessments for the purpose of providing Neighborhood Services authorized by this Declaration or a Neighborhood Declaration;

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

17.2.4 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 other areas of Westlake Residences, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

17.2.5 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, if an obligation of the Association. 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 Installment 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 ("**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. If Reserves are established by the Developer, the Association's budget must designate the components for which the Reserves may be used. In addition, the Association may establish Reserves as provided in Section 17.10.4 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

17.2.6 Assessments for which one or more Owners (but less than all Owners) within Westlake Residences is subject ("**Individual Assessments**") such as costs of special services provided to a Home or Owner, or costs 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, in the event an Owner fails to maintain the exterior of his/her/its Home 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. Such entrance shall not be deemed a trespass. 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 Westlake Residences that Association perform any other obligation of an Owner under this Declaration or a Neighborhood Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for Individual Assessments may be foreclosed in the same manner as a lien for any other Assessment. In no event shall the Developer be subject to Individual Assessments.

17.3 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.

17.4 Allocation of Operating Costs

17.4.1 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.

17.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, Assessments shall be allocated so that each Owner shall pay his/her/its pro rata portion of Installment Assessments, Neighborhood Assessments, Special Assessments, and Reserves. Each Owner shall be assessed on a uniform basis (with the exception of Individual Assessments and Neighborhood Assessments) based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Westlake Residences conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT INSTALLMENT ASSESSMENTS, SPECIAL ASSESSMENTS AND RESERVES WILL BE ALLOCATED EQUALLY TO ALL HOMES REGARDLESS OF THE TYPE, SIZE OR LOCATION OF A HOME, LOT OR PARCEL.

17.4.3 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 Installment 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 from January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment 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).

17.4.4 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.

17.5 General Assessments Allocation. Except as specified to the contrary in this Declaration, Installment Assessments, Special Assessments and Reserves shall be allocated at different rates for Owners of Homes as described in Sections 17.4.2 above; provided, however, except as otherwise provided in this Declaration, Owners of Homes shall all pay an equal amount of Assessments, Special Assessments and Reserves.

17.6 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.

17.7 Commencement of First Assessment. The commencement of Assessments against each Home shall be the later of (a) the date upon which such Home is subjected to the terms of this Declaration or (b) the issuance by the applicable governmental authority of a certificate of occupancy or temporary certificate of occupancy, or its equivalent, for such Home. 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 or Parcel to such Builder unless waived by Developer.

17.8 Deficit Funding; Guarantee of Assessments, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, Neighborhood Assessments, and Reserves are allocated based on the formula provided in this Declaration, 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.

17.8.1 Deficit Funding. Except as may be otherwise provided by applicable law, prior to and including the Turnover Date, Developer shall have the option to either (i) fund the shortfall in Installment Assessments not raised by virtue of all income received by Association or (ii) to pay Installment Assessments on Homes, Lots or Parcels 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 and including the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Except as may otherwise be provided by applicable law, Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes, Lots or Parcels owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Deficit funding by the Developer is not a guarantee of Assessments as provided in Section 17.8.2 below and § 720.308, Florida Statutes.

17.8.2 Guarantee of Assessments.

17.8.2.1 Without limiting Developer's option under Section 17.8.1 of this Declaration, at the time of the recording of this Declaration, the Developer has the further option of either activating the below guarantee of Assessments by checking the box contained on the signature page of this Declaration, or leaving such box empty, in which event the Developer may still choose to fund all or any portion of the shortfall in Installment Assessments pursuant Section 17.8.1 above and as provided in Section 720.308 of the Florida Statutes without establishing a guarantee. Without limiting the provisions of Section 17.8.1 above, if the box contained on the signature page of this Declaration is checked, then Developer shall be excused from the payment of the share of Assessments relating to Homes it is offering for sale for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Owners control the Board or when Interval No. 3 (as described below) expires (the "Guarantee Expiration Date"), provided that the regular Installment Assessments imposed on each Owner other than Developer shall not increase during the following intervals of time over the amount set forth for each interval and in no event shall the Guarantee Expiration Date extend beyond the date upon which Owners control the Board:

17.8.2.1.2 Interval No. 1 shall commence with the recording of this Declaration and end on December 31st of the year that this Declaration is recorded. Installment Assessments for Homes shall not exceed Seventeen Dollars and 94/100 (\$17.94) per quarter during Interval No. 1.

17.8.2.1.4 Interval No. 2 shall commence on January 1st following the year when Interval No. 1 ends and end on December 31st of that same year. Installment Assessments for Homes shall not exceed Twenty Dollars and 63/100 (\$20.63) per quarter during Interval No. 2.

17.8.2.1.6 Interval No. 3 shall commence on January 1st following the year when Interval No. 2 ends and end on December 31st of that same year. Installment Assessments for Homes shall not exceed Twenty Three Dollars and 73/100 (\$20.73) per quarter during Interval No. 3.

Developer shall be obligated to pay any amount of Operating Costs during such periods and not produced by the Assessments at the guaranteed levels receivable from Owners. The Guarantee Expiration Date may be unilaterally extended by Developer for one or more successive periods of six (6) months each until such time as Developer does not own any Homes in Westlake Residences, provided that the regular Installment Assessments for Operating Costs equally imposed on each Owner other than Developer shall not increase over the amount provided in Interval No. 3.

17.8.2.4 If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

17.8.3 Surpluses. Any surplus Assessments collected by Association may be (i) allocated towards 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. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

17.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget and is not a contractual statement or guaranty of actual expense. Thereafter, annual budgets shall be prepared and adopted by the Board. The annual budget shall project the estimated total expenditures for services to be provided by the Association, including, without limitation, Neighborhood Services, and other expenses of the Association in the performance of its functions, duties and responsibilities under the Association Documents. As part of the budget, the Association shall prepare a schedule which sets forth the amount of Installment Assessments and Neighborhood Assessments, if any and as applicable, for each Home. 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 budget, if any, for each Lot or Parcel owned by such Builder commencing from the date the Builder obtained title to such Lot or Parcel. 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. BUDGETS DO NOT TAKE INTO ACCOUNT INFLATION. BECAUSE THERE IS NO HISTORY OF OPERATION, IT IS IMPOSSIBLE TO PREDICT ACTUAL EXPENSES UNTIL ASSOCIATION BEGINS OPERATIONS. IT IS NOT INTENDED THAT AN OWNER RELY ON ANY BUDGET IN ELECTING TO PURCHASE A HOME. PROJECTIONS IN AN INITIAL BUDGET ARE AN EFFORT TO PROVIDE SOME INFORMATION REGARDING FUTURE OPERATING EXPENSES.

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

17.10.1 Installment 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 applicable law. 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). Initially, Installment Assessments will be collected quarterly.

17.10.2 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 by Association. To the extent Installment Assessments and/or Neighborhood Assessments are insufficient to fund the services which the Association is authorized or required to provide, the Association may levy and collect a Special Assessment to cover the cost thereof in accordance with the provisions of this Declaration, the Articles and the By-Laws. Prior to the Turnover Date, the Board controlled by the Developer may not levy a Special Assessment unless a majority of Owners other than the Developer approve the Special Assessment by a majority vote at a duly noticed special meeting of the Members at which a quorum is present. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

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

17.10.4 If the budget of Association does not initially provide for Reserves, Association may establish Reserves upon the affirmative vote of a majority of the total voting interests of Association at a duly noticed meeting of the Members at which a quorum is present or upon written consent of a majority of all voting interests of Association or, if Reserves relate only to a specific Neighborhood, such Reserves may be established upon the affirmative vote of a majority of the total voting interests of the Neighborhood at a duly noticed meeting at which a quorum of Owners from the Neighborhood are present or upon written consent of a majority of all voting interests of the Neighborhood. Such approval of Reserves must state that Reserves shall be provided for in the budget of Association and must 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 and thereafter unless waived or reduced as provided in Chapter 720 of the Florida Statutes. Once established by Association, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes.

17.11 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 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 during normal business hours. Within ten (10) business days after receiving a written or electronic request for an estoppel certificate from an Owner or a Lender or his/her/its designee, the Association shall issue and provide an estoppel certificate signed by a board member, authorized agent or authorized representative of the Association. The estoppel certificate shall include the information and be substantially in the form required by Section 720.30851, Florida Statutes. The Association shall provide the estoppel certificate by hand-delivery, regular mail or e-mail on the date of issuance of the certificate. The Association waives the right to collect any moneys owed in excess of the amounts specified in the certificate from any person, and such person's successors and assigns, who in good faith relies upon the certificate. The Association may charge a fee for the preparation and delivery of the estoppel certificate, as determined by the Association from time to time but not in excess of the amounts set forth in Section 720.30851, Florida Statutes, which amount must be included in the estoppel certificate and is payable upon the preparation of the estoppel certificate. The authority of the Association to charge a fee for the preparation and delivery of the estoppel certificate must be established by a written resolution adopted by the Board or provided by a written management, bookkeeping or maintenance contract. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

17.12 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home or Parcel, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth in this Declaration, including Charges, 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 shall relate back to the date that this Declaration is recorded except as to bona fide first mortgages held by a Lender on any Home or Parcel in which event the lien is effective from and after recording a claim of lien in the Public Records. The claim of lien must state the legal description of the Home or Parcel, the name of the Owner, the name and address of the Association, the amounts due as of that date, and the due date. The claim of lien shall secure all unpaid Assessments and amounts that are due and that may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, late fees, reasonable attorneys' fees and paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Upon full payment of all sums secured by the claim of lien, the person making the payment shall be entitled to a satisfaction of the lien in recordable form, which satisfaction of lien must be in the form required by Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time. Notwithstanding the foregoing, Association may not file a claim of lien against a Home or Parcel for unpaid Assessments unless a written notice or demand for past due Assessments and other amounts owed to the Association has been made by Association providing the Owner forty-five (45) days following the date of when such notice or demand is deposited in the mail to make payment of all amounts due, and which notice must be in the form required by, given the manner provided by, and otherwise 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 in this Declaration, shall be the personal obligation of the person who was the Owner of the Home, Lot or Parcel at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. Except as otherwise set forth in Sections 17.14 and 17.18 of this Declaration, an Owner, including an Owner who takes title as a result of being the successful bidder at a foreclosure sale or otherwise takes title as a result of a foreclosure of a mortgage on a Home, Lot or Parcel, 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. Notwithstanding the foregoing, in the event the Association acquires title to a Home or Parcel through foreclosure or deed in lieu of foreclosure, the Association shall not be liable for unpaid Assessments that came due up to the time of the Association acquiring title, and the liability of an Owner who obtains title from the Association is limited to any unpaid Assessments that accrued before the Association acquired title to the Home, Lot or Parcel through foreclosure or deed in lieu of foreclosure.

17.13 Contest of Lien. An Owner may require the Association to enforce a recorded claim of lien against such Owner's Home or Parcel by recording a notice of contest of lien in the form required by Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time. The Association shall have ninety (90) days from service of a notice of contest of lien in which to file an action to enforce the lien and, if an action to enforce the lien is not filed within the ninety (90) day period, the lien is void. Such ninety (90) day period shall be extended for any length of time that the Association is prevented from filing an action because of an automatic stay resulting from the filing of a bankruptcy petition by the Owner or any other person claiming an interest in the Home or Parcel.

17.14 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Home or Parcel if the mortgage is recorded in the Public Records prior to the claim of lien being recorded in the Public Records as further provided in this Section 17.14. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and other levies which by law would be superior thereto, and mortgage liens held by a Lender, provided such mortgage liens are first liens against the property encumbered thereby. The lien for Assessments shall not be affected by any sale or transfer of a Home or Parcel, except in the event of a sale or transfer of a Home or Parcel 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 Foreclosing Lender shall not be liable for such sums secured by a lien for Assessments encumbering the Home or Parcel or chargeable to the former Owner of the Home or Parcel which became due prior to such sale or transfer except as otherwise provided in Section 17.18 of this Declaration. However, any such unpaid Assessments for which such Foreclosing Lender is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment 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 or Parcel from the lien of, any Assessments made thereafter. Nothing in this Declaration shall be construed as releasing the party liable for any delinquent Assessments or other amounts 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; provided, however, that failure to give such notice shall not in any way affect the rights of a Lender under this Declaration or the priority of a mortgage held by such Lender. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to the Owner. In the event Association makes a mortgage payment to a Lender 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 with respect to such mortgage payment made but such right shall be subordinate to the rights of the Lender under the mortgage and the promissory note secured thereby. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

17.15 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.

17.16 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 Parcel, or both. An action to foreclose the lien on a Home or Parcel may not be brought until forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Home or Parcel and collect the unpaid amounts, which notice must be in the form required by and given in the manner provided in Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time, and which notice may not be given until forty-five (45) days after the date of Association's demand or notice of past due Assessments provided pursuant to Section 17.12 above (unless the Home or Parcel is subject to a foreclosure action or forced sale or the Owner is a debtor in bankruptcy). 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. In any suit for the foreclosure of such lien, the Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Owner if the Owner remains in possession of the Home or Parcel after judgment of foreclosure is entered, and (ii) obtain the appointment of a receiver for such Home or Parcel to collect rent if the Home or Parcel is leased or rented during the pendency of the foreclosure action. 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 in this Declaration by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home or Parcel. Notwithstanding the foregoing and in addition to other remedies provided by law and/or in this Declaration, and to the extent not prohibited by applicable law, if an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, then the Association may, in addition to any other remedies and after any notice required by Chapter 720 of the Florida Statutes, disconnect or deactivate certain services to the Owner or the Owner's Home, which includes the right to deactivate the Owner's transponders, entry fobs, or access ID cards, if any, for Westlake Residences, until all past due monetary obligations to the Association (including late charges, interest, attorneys' fees, if any, disconnect charges, reconnect charges and Association service fees, if any) are paid in full.

17.17 Payments by Lessees, Licensees or Occupants.

17.17.1 Demand by Association. If a Home or Parcel is occupied by a lessee, licensee, or occupant and the Owner of such Home or Parcel is delinquent in paying any monetary obligation due to the Association, the Association may demand that the lessee, licensee, or occupant pay to Association the subsequent rental or other monetary obligations and continue to make such payments until all the monetary obligations of the Owner related to the Home or Parcel have been paid in full to the Association and the Association releases the lessee, licensee or occupant or the lessee, licensee or occupant discontinues tenancy in the Home or Parcel. The Association's demand for payment from the lessee, licensee, or occupant must be hand delivered or provided by United States mail and must be substantially in form the form required by Section 720.3085(8), Florida Statutes, and

the Association shall mail written notice to the Owner of the Association's demand that the lessee, licensee or occupant pay monetary obligations to the Association. Upon payment by the lessee, licensee or occupant, the lessee, licensee or occupant shall be given a credit against rent or occupancy fees due to the Owner in an amount of Assessments paid to the Association.

17.17.2 Prepaid Rent and other Occupancy Fees. If a lessee, licensee or occupant paid rent or other fees for occupancy of the Home or Parcel for a given rental or occupancy period before receiving a demand from the Association and such lessee, licensee or occupant provides written evidence to the Association of having paid the rent or other fees within fourteen (14) days after receiving the demand, the lessee, licensee or occupant shall begin making rental payments to the Association for the following rental period and shall continue making rental or other payments to the Association to be credited against the monetary obligations of the Owner to the Association until the Association releases the lessee, licensee or occupant or the lessee, licensee or occupant discontinues tenancy in the Home or Parcel. The Association shall, upon request, provide the lessee, licensee or occupant with written receipts for payments made.

17.17.3 Increases in Monetary Obligations. The liability of the lessee, licensee, or occupant under this Section 17.17 may not exceed the amount due from the lessee, licensee, or occupant to the lessee's, licensee's or occupant's landlord. The lessee, licensee or occupant shall be given a credit against rents or other amounts due to the landlord in the amount of Assessments paid to the Association.

17.17.4 Association Rights Under Chapter 83, Florida Statutes. The Association may issue notices under Chapter 83 of the Florida Statutes, and may sue for eviction under Sections 83.59-83.625, Florida Statutes (as the same may be renumbered from time to time), as if the Association were a landlord under Part II of Chapter 83 of the Florida Statutes, if the lessee, licensee or occupant fails to pay any monetary obligation after demand by the Association. Notwithstanding the foregoing, the Association shall not otherwise be considered a landlord under Chapter 83, Florida Statutes and specifically has no obligations under Section 83.51, Florida Statutes (as the same may be renumbered from time to time).

17.17.5 No Rights as Owner. A lessee, licensee or occupant shall not, by virtue of payment of monetary obligations to the Association, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.

17.17.6 Notices. In addition to any notice to a lessee, licensee or occupant of a Home permitted to be given by law, an Owner, by acceptance of a deed to a Home, does hereby irrevocably grant to the Association and its officers, directors, designees, agents and employees, and to any Management Company the right to notify, in writing, the lessee, licensee or occupant of a Home of any delinquency by the Owner in payment of any monetary obligations due to the Association, including, but not limited to, the amount thereof. Further, each Owner hereby agrees and acknowledges that such disclosure of any of Owner's delinquent monetary obligations to the Association shall not be construed or deemed to be a violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, or the Florida Consumer Collection Practices Act, §§ 559.55-559.785, Florida Statutes.

17.18 Lender.

17.18.1 The liability of a Lender that acquires title to a Home or Parcel by foreclosure or deed in lieu of foreclosure of a bona fide first mortgage held by such Lender for the unpaid Assessments that became due prior to the Lender's acquisition of title is limited to the lesser of (i) the Home's or Parcel's unpaid regular periodic Assessments or Special Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or (ii) one percent (1%) of the original mortgage debt. The limitations contained in this Section 17.18 shall not apply unless the Lender filed suit against the Owner and initially joined the Association as a defendant in such foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known or reasonably discoverable by the Lender.

17.18.2 The provisions of this Section 17.18 shall not be available to shield a Lender from liability for Assessments in any case where the unpaid Assessments sought to be recovered by the Association are secured by a lien recorded prior to the recording of the mortgage.

17.18.3 In the event of the acquisition of title to a Home or Parcel by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the Foreclosing Lender so acquiring title shall not be liable shall be absorbed and paid by all Owners of Homes as part of Operating Costs, although nothing contained herein shall be construed as releasing the party(ies) personally liable for such delinquent Assessment(s) or charge(s) from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

17.19 Exemption. Except as otherwise expressly provided in this Declaration, Developer shall not be responsible for any Assessments of any nature or any portion of Operating Costs prior to the Turnover Date. Assessments shall not accrue against any Lot or Parcel until such time as a Home is constructed on such Lot or Parcel. Except as may otherwise be provided by applicable law or as otherwise provided in this Declaration, Developer, at Developer's sole option, may pay Assessments on Homes owned by it, fund the deficit, if any, as set forth in Section 17.8.1 of this Declaration, or guarantee Assessments as set forth in Section 17.8.2 of this Declaration. In addition, the Developer, prior to the Community Completion Date, and thereafter the Board shall have the right to exempt any portion of Westlake Residences subject to this Declaration from the Assessments, provided that such portion of Westlake Residences exempted is used (and as long as it is used) for any of the following purposes:

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

17.19.2 Any of Westlake Residences exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

17.19.3 Any Common Areas; or

17.19.4 Any Neighborhood Common Areas.

17.20 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 and costs, pre-trial and at all levels of proceedings, including appeals.

17.21 Rights to Pay Assessments and Receive Reimbursement. Association, Developer and any Lender 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 or Parcel. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

17.22 Collection of Assessments. Assessments shall be paid by each Owner to Association. Collection proceedings for an Owner's failure to pay Assessments may be brought by Association.

17.23 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner 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 only given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

17.24 Westlake Community Foundation. Developer intends to create the Westlake Community Foundation ("WCF") to be utilized for local environmental advocacy programs, environmental education,

community and Project initiatives, and community programs including, without limitation, to facilitate the creation and preservation of affordable housing in the City. Grants to the WCF will be funded through the collection of a fee to be determined by WCF (the "**WCF Fee**"). The WCF Fee will be collected upon transfer of title of a Home after the initial conveyance from the Developer; upon each conveyance of a Home to any person or entity after the initial conveyance from the Developer (other than a Lender acquiring title to a Home by foreclosure or deed in lieu of foreclosure), each purchasing Owner shall pay to the WCF the WCF Fee. The WCF Fee shall not be considered an advance payment of any Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for acquisition of title to a Home shall be deemed to have covenanted and agreed that the WCF Fee shall be a charge and continuing lien in favor of WCF encumbering the Home and all personal property located thereon owned by the Owner from whom such WCF fee is due. The lien is effective from and shall relate back to the date the Owner acquires title to the Home except as to bona fide first mortgages held by a Lender on any Home in which event the lien is effective from and after recording a claim of lien in the Public Records. The WCF Fee shall continue in perpetuity regardless of the existence of the Association. Other than the acquisition of title by a Lender acquiring title to a Home by foreclosure or deed in lieu of foreclosure, no transfer of title to a Home shall be exempt from the WCF Fee. The WCF Fee shall be utilized in WCF's sole and absolute discretion, and WCF shall determine how the WCF Fee is allocated and utilized; provided, however, WCF shall use the WCF Fee solely for a "direct benefit" as defined in 12 C.F.R. 1228.1 so that this covenant is an "excepted transfer fee covenant" as defined in 12 C.F.R. 1228.1. The provisions of this Section 17.24 shall not be amended without the written consent and joinder of WCF to any such amendment.

18. Information to Lenders and Owners.

18.1 Availability. Current copies of Association Documents and the books, records and financial statements of the Association shall be available for inspection by Owners and Lenders, and to holders, insurers or guarantors of any first mortgage on a Home upon written request and during normal business hours or under other reasonable circumstances.

18.2 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.

18.3 Notice. Upon written request to Association 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:

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

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

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

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

18.3.5 Any material amendment to the Association Documents or extraordinary action of the Association, as defined in VA Pamphlet 26-7 (as it may be amended from time to time), to the extent the Department of Housing and Urban Development is insuring, or the VA is guaranteeing the mortgage on any Home.

18.4 Consent of Lenders. Whenever the consent or approval of any, or a specified percentage or portion of Lenders are required by this Declaration, the Articles, the By-Laws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the By-Laws, or to any action of the Association, or to any other matter relating to Westlake Residences, the Association may request such consent or approval of such Lender(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such Lenders). Any Lender receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt

requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within thirty (30) days after the Lender receives such request, and if such response is not timely received by the Association, the Lender shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by an officer of the Association, which affidavit, where necessary, may be recorded in the Public Records, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters contained therein. The foregoing shall not apply where a Lender is otherwise required to specifically join in an amendment to this Declaration.

18.5 Conflicts. As determined by Developer, there may be incorporated as part of this Declaration and, where applicable, the Articles and By-Laws, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and/or FHA so as to make any first mortgage encumbering a Home eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or By-Laws, then such amendment may be made by the Developer or Association without regard to any other provision in this Declaration, the Articles or By-Laws regarding amendments, without the joinder or consent of any person.

18.6 No Liability. Developer, the Association and their directors, officers, agents, employees and affiliates shall have no liability or responsibility whatsoever to any person concerning any matters pertaining to a Neighborhood Association.

19. Architectural Control. No material alteration, addition or modification to a Parcel, Lot, 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 ARC as required by this Declaration. In addition to approval by the ARC, Owners must obtain all approvals and permits required by governmental authorities having jurisdiction including, without, the City and the District. The following architectural control provisions govern Westlake Residences:

19.1 Architectural Review Committee. The ARC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Westlake Residences. The ARC 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. There is no requirement that any member of the ARC be an Owner or a Member of Association. The ARC shall have the right to form subcommittees consisting of representatives from each Neighborhood to review ARC applications. The ARC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Project Completion Date, Developer shall have the right to change the number of members on the ARC, and to appoint, remove, and replace all members of the ARC in its sole discretion, and to determine which members of the ARC 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, in its sole discretion, 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 ARC shall fill the vacancy by appointment. From and after the Project Completion Date, the Board shall have the same rights as Developer with respect to the ARC. The ARC shall enforce the Community Standards as set forth in this Declaration.

19.2 General Plan. It is the intent of this Declaration and the Community Standards to create a general plan and scheme of development of Westlake Residences. Accordingly, except as otherwise specifically provided in this Declaration, the ARC shall have the right and authority to approve or disapprove all architectural, landscaping, and improvements within Westlake Residences by Owners (other than Developer) and Neighborhood Associations. The ARC 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 ARC from time to time. The ARC 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 Project 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. In the event one or more Neighborhood Associations are established, the ARC may require proof of compliance with Neighborhood Association Documents as would be evidenced by written approval from the Neighborhood ARC, if any. Westlake Residences was developed with the intent that its Homes and Parcels and other improvements harmonize with each other and present a consistent style. To ensure the preservation of this harmonious design and to prevent the introduction of design or improvements which are not in keeping with the Westlake Residences community as originally constructed, the Developer and the Board hereby jointly recognize and adopt the style and form of Westlake Residences, as originally, and to be constructed by the Developer with respect to architectural style, colors and materials as the standard (the "Standard"). Any other architectural style, color and material are prohibited unless approved in writing by the Developer prior to the Community Completion Date, and thereafter by the Board. Prior to the Community Completion Date, the Developer may continue to build out Westlake Residences with such architectural style, colors and materials it deems to be in the best interest of Westlake Residences and such improvements shall be incorporated into the Standard. The Standard shall continue in effect until the adoption and publication of other guidelines and standards as may be promulgated from time to time by the Developer prior to the Community Completion Date and thereafter the Board. Notwithstanding anything to the contrary contained in this Section 19.2, the terms and provisions of any other paragraphs in the Association Documents setting forth a particular architectural style, color or material with respect to any improvements within Westlake Residences shall control to the extent of any conflict or inconsistency with the Standard set forth in this Section 19.2. Notwithstanding the foregoing, the ARC shall have no right to approve any changes to a Home not visible from the exterior of a Home.

19.3 Community Standards. Each Owner, Neighborhood Association, and its contractors and employees shall observe, and comply with the Community Standards, which now or may hereafter be promulgated by the ARC 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 in this Declaration verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval may be granted or withheld in its sole discretion.

19.4 Power and Duties of the ARC. The ARC 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 within Westlake Residences. No structures or improvements shall be constructed on any portion of Westlake Residences, no exterior of a Home or other structure or improvement shall be repaired, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Westlake Residences, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer or a Builder (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 ARC and all applicable approvals and permits have been obtained from applicable governmental authorities including, without limitation, the City and the District. APPROVALS GRANTED BY THE ARC DO NOT CONSTITUTE APPROVAL BY APPLICABLE GOVERNMENTAL AUTHORITIES INCLUDING, WITHOUT LIMITATION, THE CITY, OR COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES INCLUDING, WITHOUT LIMITATION ZONING AND BUILDING CODES. In addition, no ARC approval, whether expressly granted or deemed granted, shall be inconsistent with the Community Standards and other Association Documents unless a written variance has been granted by the ARC.

19.5 Procedure. In order to obtain the approval of the ARC, each Owner and Neighborhood Association shall observe the procedures for application submission and approval as set forth in the Community Standards.

19.6 Conflict with Neighborhood ARC. The ARC shall have the right to overrule any and all action taken by a Neighborhood ARC, if any. The decision of the ARC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.7 Enforcement. The ARC 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. 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 and/or ARC shall be entitled to recover court

costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, in connection therewith.

19.8 Exemption. Notwithstanding anything to the contrary contained in this Declaration, 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 ARC, Association, or the provisions of the Community Standards.

20. Neighborhoods.

20.1 Creation of Neighborhood. Homes may be located within a Neighborhood. Neighborhoods shall be established by the recording of a Neighborhood Declaration or Supplemental Declaration. Subject to the terms of this Declaration, Homes within a particular Neighborhood may be subject to covenants, restrictions, reservations and easements in addition to those contained in this Declaration and, if required by law or if Developer otherwise approves, the Owners within a Neighborhood may be members of a Neighborhood Association in addition to the Association. This Declaration or any Neighborhood Declaration or Supplemental Declaration may assign a Home to a specific Neighborhood. Developer may unilaterally, without the consent or approval of any person whatsoever, by Neighborhood Declaration or Supplemental Declaration, create Neighborhoods or add or subtract Homes to or from a Neighborhood.

20.2 Neighborhood Associations. Owners and Homes may become subject to Neighborhood Association Documents, including Neighborhood Declarations, if and when such Neighborhood Associations are created. Neighborhood Declarations may contain, by way of example and not of limitation, assessment obligations and use restrictions. Neighborhood Association Documents shall be subordinate to the Association Documents and the rights and obligations of the Association, and may not be contradictory to or inconsistent with the Association Documents.

20.3 Approval of Neighborhood Association Documents. Until the Project Completion Date the Developer, and thereafter the Association, shall have the right to approve all Neighborhood Association Documents and all amendments thereto. All proposed Neighborhood Association Documents and amendments thereto shall be submitted to the Developer or Association, as applicable, for review and approval prior to recordation. Unless Neighborhood Association Documents are approved by Developer or Association, as applicable, before recording, such Neighborhood Association Documents shall be considered null and void and shall not be enforceable. The approval by the Developer or the Association shall be evidenced by the signature of an officer of Developer or Association on each Neighborhood Association Document so approved. Notwithstanding the right of Developer and Association to approve all Neighborhood Association Documents, Developer and Association shall have no liability, obligation or responsibility whatsoever with respect to such Neighborhood Association Documents. The foregoing approval rights of Developer and Association shall also apply to any amendment of or supplement to such Neighborhood Association Documents.

20.4 Other Powers of the Association with Respect to Neighborhoods. The Developer, until the Community Completion Date, and the Association shall have the power to veto any action taken or contemplated to be taken by a Neighborhood or Neighborhood Association which the Developer or the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Association Documents. The Developer, until the Community Completion Date, and the Association shall also have the power to require specific action to be taken by any Neighborhood or Neighborhood Association in connection with its obligations and responsibilities under this Declaration or under any other covenants affecting Westlake Residences. Without limiting the generality of the foregoing, the Developer or the Association may require specific maintenance or repairs or aesthetic changes to be effected by a Neighborhood or Neighborhood Association, may require that a proposed budget include certain items and that expenditures be made therefore, and may veto or cancel any contract providing for maintenance, repair, or replacement of property within a Neighborhood or governed by a Neighborhood Association. Any action required by the Developer or Association in a written notice pursuant to the foregoing to be taken by a Neighborhood or Neighborhood Association shall be taken within the time frame set by the Developer or Association in such written notice, which time frame shall be reasonable. If the Neighborhood or Neighborhood Association fails to comply with the requirements set forth in such written notice, the Developer or Association shall have the right to effect such action on behalf of the Neighborhood or Neighborhood Association, and the Developer or Association shall assess the Homes in such Neighborhood for their pro rata share of any

expenses incurred by Developer or Association in taking such action. Such Assessments may be collected as Special Assessments under this Declaration and shall be subject to all lien rights provided in this Declaration. The Association shall receive the same notification of each meeting of the members of a Neighborhood Association or board or committee of a Neighborhood Association required to be given for same by the Neighborhood Association Documents, and representatives of the Association shall have the unrestricted right, but not the obligation, to attend any such meeting. If proper notice is not given to the Association, any action taken at such meeting shall be considered null and void and of no force and effect.

20.5 Enforcement of Neighborhood Association Documents. Association shall have the power, but not the obligation, to enforce all rules and regulations promulgated by any Neighborhood Association together with the terms and provisions of any Neighborhood Association Documents.

20.6 Rights and Duties of Neighborhood Associations. Each Neighborhood Association shall: (a) abide by this Declaration and cause all Owners of Homes in such Neighborhood to abide by this Declaration; (b) enforce its Neighborhood Declaration or other deed and use restrictions for property located within the Neighborhood or subject to its control or jurisdiction; (c) maintain its Neighborhood Common Areas and other real property under its control or jurisdiction in good condition and repair; (d) administer the Neighborhood Association's affairs in accordance with the terms of the applicable Neighborhood Association Documents and applicable law; and (e) perform such other duties as are prescribed by its Neighborhood Association Documents or which may be assigned to it from time to time by the Association or Developer.

20.7 Easement. Without limiting any other provision in this Declaration or in the Neighborhood Association Documents, Neighborhood Associations and their agents, employees, managers, designees, and contractors shall have easements of ingress and egress in, over, and across Westlake Residences for all reasonable purposes including, without limitation, such easements required to perform all maintenance obligations of the Neighborhood Associations under this Declaration and the Neighborhood Association Documents.

20.8 Entry Rights. The Association shall have the right, for itself, its designees, contractors, or any agent or employee, to enter upon any property administered by a Neighborhood Association to carry out the provisions under this Declaration and the same shall not constitute a trespass or otherwise be considered unlawful.

20.9 Delegation. Association shall have the right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any Neighborhood Association any obligation of maintenance or repair created under this Declaration or by delegations from Developer. Association shall have the right, at any time, by its sole act, to terminate such assignment and again fulfill such rights and obligations.

20.10 Association and Developer Easements. The Association and Developer are hereby granted an easement on, over, under and through all Parcels, Common Areas and such other real property as may be now or in the future subjected to the Declaration to carry out their respective duties, obligations, and responsibilities as set forth in this Declaration. Notwithstanding, the foregoing, the easement rights described in this Section 20.10 shall not vest any additional rights in Association and Developer that do not otherwise exist by virtue of this Declaration and such other legally binding documents that may be now or in the future applicable.

20.11 Priority. When a Neighborhood Declaration or Neighborhood Association Documents are in conflict with this Declaration, the Articles, or any of the Association Documents, this Declaration and the Association Documents shall prevail.

20.12 No Liability. Developer, the Association and their directors, officers, agents, employees and affiliates shall have no liability or responsibility whatsoever to any person concerning any matters pertaining to a Neighborhood Association.

20.13 Indemnification. The Neighborhood Associations and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from personal injury, loss of life or damage to property sustained on or about Westlake Residences and any property serving a respective Neighborhood Association and improvements thereon, or resulting from or

arising out of activities or operations of Owners or respective Neighborhood Associations, and from and against all legal fees, expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expenses of fulfilling this covenant of indemnification shall be part of the Neighborhood Assessment for the respective Neighborhood to the extent such matters are not covered by insurance maintained by a Neighborhood Association, if one.

21. Owners Liability.

21.1 Right to Cure. Should any Neighborhood Association or Owner do any of the following:

21.1.1 fail to perform its responsibilities as set forth in this Declaration or otherwise breach the provisions of the Declaration; or

21.1.2 cause any damage to any improvement, Common Areas, or Facilities; or

21.1.3 impede Developer, the District or Association from exercising its rights or performing its responsibilities under this Declaration; or

21.1.4 undertake unauthorized improvements or modifications to a Home or the Common Areas; or

21.1.5 impede Developer or the District from proceeding with or completing the development of Westlake Residences;

then, Developer, the District 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 or otherwise.

21.2 Non-Monetary Defaults. In the event of a violation by any Neighborhood Association or 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 or Neighborhood Association, as applicable, 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:

21.2.1 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

21.2.2 Commence an action to recover damages; and/or

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

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

21.4 No Waiver. The failure of the Developer, Association and/or the ARC 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.

21.5 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ARC 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.

21.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the Community Standards may be enforced by Developer and/or, where applicable, Owners, the Association and/or the ARC by any procedure at law or in equity against any person violating or attempting to violate any provision in this Declaration, to restrain such violation, to require compliance with the provisions contained in this Declaration or Community Standards, to recover damages, or to enforce any lien created in this Declaration. 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.

21.7 Fines and Suspensions. To the extent not prohibited by applicable law, Association may suspend the rights of an Owner and an Owner's tenants, lessees, licensees, guests, invitees, and/or occupants 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, lessee, licensee, guest, invitee, or occupant for failure to comply with any provision of this Declaration, the By-Laws, the Articles, the Rules and Regulations, the Community Standards or any other Association Document. In addition, the Association may suspend the rights of an Owner and an Owner's lessees, tenants, licensees, guests, invitees, and/or occupants to use the Common Areas if the Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Association.

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

21.7.2 A fine or suspension of use rights, other than a suspension as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Association, may not be imposed without at least fourteen (14) days' notice 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. Prior to the Community Completion Date, the Violations Committee shall be appointed by the Developer. The role of the Violations Committee in such proceeding is limited to determining whether to confirm or reject the fine or suspension. 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, lessee, licensee, guest, invitee or occupant and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If a fine or suspension is imposed, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, lessee, licensee, guest, invitee, or occupant. Suspension of use rights may not prohibit an Owner or lessee from having vehicular and pedestrian ingress to and egress from their Home including, without limitation, the right to park vehicles.

21.7.3 Suspension of use rights as a result of an Owner being more than ninety (90) days delinquent in payment of any fee, fine or other monetary obligation due to the Association may only be for the period of time until such fee, fine or other monetary obligation is paid. The authority of the Association to suspend rights to use Common Areas as a result of being more than ninety (90) days delinquent in payment of a fee, fine or monetary obligation to the Association does not apply to the portion of the Common Areas that must be used for access to a Home or necessary utility services to a Home, and a suspension may not prohibit an Owner or lessee from having vehicular and pedestrian ingress to and egress from their Home including, without limitation, the right to park vehicles. The Board may also suspend the voting rights of an Owner who is delinquent in Assessments or other monetary obligations to the Association for more than ninety (90) days. Notwithstanding anything to the contrary in this Declaration or other Association Documents, the notice and hearing requirements contained in Section 21.7.2 above do not apply to a suspension of use rights or suspension of voting rights as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Association. However, suspension of use rights and voting rights as a result of being more than ninety (90) days delinquent in payment of any monetary obligation to the Association must be approved at a properly noticed meeting of the Board and, upon

approval, the Association must notify the affected Owner and, if applicable, the affected Owner's lessee, licensee, occupant, tenant, and invitees by mail or hand delivery.

21.7.4 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, lessee, licensee, guest, invitee, or occupant, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, lessee, licensee, guest, invitee, or occupant shall have a right to be represented by counsel and to cross-examine witnesses.

21.7.5 The Violations Committee may confirm a suspension of use rights or a fine against an Owner levied by the Board 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 of a fine imposed on an Owner, lessee, licensee, guest, invitee or occupant. 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.

21.7.6 The Board may suspend, without notice or hearing, the voting rights of an Owner who is more than ninety (90) days delinquent in payment of a fee, fine, Assessments or other monetary obligation to the Association. The Board may also suspend the Owner's right to use the Common Areas because of the Owner's failure to pay Assessments when due as provided in the By-Laws, in this Declaration, and in Chapter 720 of the Florida Statutes. Suspension of voting rights and use rights apply to the Owner and, when appropriate, the Owner's tenants, lessees, licensees, guests, invitees or occupants, even if the delinquency or failure that resulted in the suspension arose from less than all the multiple Homes owned by the Owner.

22. Additional Rights of Developer

22.1 Sales and Administrative Offices. For so long as Developer and its assigns owns any property in the Project, is affected by this Declaration, or maintains a sales office or administrative office within the Project, Developer shall have, subject to applicable law, the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Westlake Residences, the Project, and sales and re-sales of Homes and Parcels and/or other properties owned by Developer or others outside of Westlake Residences. 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 Westlake Residences, 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 Westlake Residences 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. No person or entity shall interfere with the completion and sale of Homes within Westlake Residences. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, LOT OR PARCEL, 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 (INCLUDING SIGNS IN OR ON VEHICLES) OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET OR ANY OTHER SOCIAL MEDIA OUTLETS, NEGATIVE ADVERTISING AND NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN WESTLAKE RESIDENCES AND THE ATMOSPHERE THEREOF. Without limiting the foregoing, each Owner, by acceptance of a deed to a Home, agrees that picketing and posting negative signs, including signs in or on vehicles, is strictly prohibited

22.2 Modification. The development and marketing of Westlake Residences 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 Westlake Residences to, as an example and not a limitation, amend a Plat, 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 discretion, to accomplish the same. Prior to the Community Completion Date, the provisions of this Section 22.2 shall not be amended without the prior written consent of the Developer.

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

22.4 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 Westlake Residences.

22.5 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.

22.6 Management. Developer or an affiliate of Developer may manage the Association and/or Common Areas by contract with Association. Developer may also contract with a third party Management Company for management of Association and/or Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Management Company in connection with the costs of services provided by such Management Company. 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.

22.7 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, and other purposes over, under, upon and across Westlake Residences 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 irrigation, drainage lines or electrical lines over any portion of Westlake Residences so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Westlake Residences. 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.

22.8 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. If

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

22.9 Additional Development. If Developer withdraws portions of Westlake Residences 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.

22.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of Westlake Residences including, but not limited to, the number, design, boundaries, configuration, arrangements, and prices of all Parcels, Homes, Amenities and buildings in all other proposed forms of ownership and/or other improvements on Westlake Residences or in Westlake Residences or adjacent to or near Westlake Residences, 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.

22.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, NEIGHBORHOOD ASSOCIATIONS, DEVELOPER, NOR ANY BUILDERS 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 WESTLAKE RESIDENCES 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:

22.11.1 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 WESTLAKE RESIDENCES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF WESTLAKE RESIDENCES AND THE VALUE THEREOF; AND

22.11.2 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, THE CITY, AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

22.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF 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 WESTLAKE RESIDENCES (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).

22.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, 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.

22.13 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 THE COUNTY. DEVELOPER HAS AN OFFICE IN THE COUNTY AND EACH HOME IS LOCATED IN THE COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN THE COUNTY.

22.14 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 WESTLAKE RESIDENCES 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 TO THIS DECLARATION. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

22.15 Access Control System. It is currently contemplated that Developer will install an Access Control System at the entrance(s) to the Amenities property but does not intend to provide or install any Access Control System at the entrances to Westlake Residences. Access control systems may be installed at the entrances to Neighborhood, and, if installed, such systems shall be part of the applicable Neighborhood Common Areas and shall not be the responsibility of the Association. THE PROVISION OF AN ACCESS CONTROL SYSTEM BY DEVELOPER AND/OR ASSOCIATION SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY AND 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

UNAUTHORIZED ACCESS OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE ACCESS CONTROL SYSTEM IS DESIGNED TO MONITOR AND/OR CONTROL THE SAME. ASSOCIATION, NEIGHBORHOOD ASSOCIATIONS, AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ACCESS CONTROL OR FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. OWNERS ARE SOLELY RESPONSIBLE FOR THE SECURITY OF THEIR HOMES AND THE SAFETY OF PERSONS AND PERSONAL PROPERTY THEREIN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, BUILDERS AND NEIGHBORHOOD ASSOCIATIONS, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, ASSOCIATION, BUILDERS AND NEIGHBORHOOD ASSOCIATIONS WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY UNAUTHORIZED ACCESS OR ANY OTHER SUCH OCCURRENCES. ALL OWNERS, INCLUDING THEIR FAMILIES, TENANTS, GUESTS AND INVITEES, ASSUME ALL RISK OF INJURY, LOSS OR DAMAGE SUFFERED OR CAUSED, WHETHER TO THEIR PERSON OR HOMES (INCLUDING CONTENTS THEREOF) AND ACKNOWLEDGE THAT NEITHER DEVELOPER NOR ASSOCIATION HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO ANY OWNER, INCLUDING THE OWNER'S FAMILY, TENANTS, GUESTS AND INVITEES, CONCERNING ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO ANY ACCESS CONTROL SYSTEM.

23. Refund of Taxes and Other Charges. Unless otherwise provided herein, 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.

24. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer contained in this Declaration 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.

25. General Provisions.

25.1 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.

25.2 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. In the event any court of competent jurisdiction determines that any portion and/or provision of this Declaration is prohibited, not permitted, or otherwise unenforceable under, the laws of the State of Florida and/or of the United States of America, then, such court shall be entitled to modify or amend such portions or provisions to render it legal, permitted and enforceable to the maximum extent permitted under the laws of the State of Florida and the United States of America.

25.3 Execution of Documents. Developer's plan of development for Westlake Residences 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 or other district); 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 Westlake Residences, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing or other district relating to Westlake Residences or any portion(s) thereof.

25.4 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.

25.5 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.

25.6 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.

25.7 No Obligation to Enforce. None of the provisions of this Declaration shall obligate or be construed to obligate Developer, or its agents, representatives, or employees to undertake any affirmative action to enforce the provisions of this Declaration or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

25.8 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF WESTLAKE RESIDENCES 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 WESTLAKE RESIDENCES. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF WESTLAKE RESIDENCES, 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 WESTLAKE RESIDENCES 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 WESTLAKE RESIDENCES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

25.9 Utilities. Certain utility facilities including, but not limited to, FPL electrical lines, have been or will be buried underground within Westlake Residences and may be located under roads, walkways, and other improvements. In the event that buried FPL utility facilities need to be excavated in order to test, replace, maintain and/or repair them, Association and/or the District, and not FPL or other utility company, may be responsible for restoring the surface of the land and the improvements affected, if any. FPL and other utility service providers and their contractors may not be responsible to restore any road, sidewalk, or any subsurface area in any case where

FPL, other utility service provider, or its/their contractors must excavate to make a necessary repair to its/their underground facilities within Westlake Residences. Association and/or the District shall be responsible for performing any such restoration not performed by FPL or its contractors, the cost of which shall be paid for as a Special Assessment, shared equally among the Owners, or part of assessments imposed by the District.

25.10 Palm Beach County School System. Owners and residents of Westlake Residences are provided with the following notice. Upon the sale of a Home, each Owner must include the following notice in the sales contract for the Home.

School age children may not be assigned to the public school closest to Westlake Residences or their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact Palm Beach County School District Boundary Office at (561) 434-8100 for the most current school assignment(s).

25.11 Mixed-Use Project. By acceptance of a deed to a Home, each Owner acknowledges, understands and agrees that portions of the Project will be occupied and used as commercial and retail establishments including, but not limited to, restaurants and other establishments which engage in food preparation, indoor/outdoor music, sporting, food and other community and/or entertainment events, and that such establishments are beyond what normally exists in a residential community. Each Owner acknowledges, understands and agrees that such commercial and retail establishments may impact noise, vibration, lighting, traffic, and other conditions caused by daily operations of such establishments. In addition, such establishments and facilities can and will emit odors and smells, some of which may be unpleasant. Such noises, vibrations, lighting, smells and odors may be felt, seen or smelled within Homes. Association and Developer are not responsible for such noises, vibrations, lighting, smells, odors and other effects of commercial operations. By acquiring title to a Home, Owners shall be deemed to have assumed the risks associated with heavy traffic and potential delays resulting from the proximity to, and activities from, the commercial and retail establishments, and the noise, odors and other effects that may result therefrom, and to have fully released the Developer and Association from any and all liability resulting from same. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT: (a) IT IS INTENDED THAT (WITHOUT CREATING ANY OBLIGATION) RESTAURANTS, CAFES, BAKERIES, AND/OR OTHER COMMERCIAL OPERATIONS MAY BE OPERATED FROM IN OR AROUND THE PROJECT AND THAT SUCH OPERATIONS MAY RESULT IN THE CREATION OF NOISE, MUSIC, AND COOKING ODORS WHICH MAY AFFECT OTHER HOMES; (b) THAT THE COMMERCIAL PROPERTIES MAY ATTRACT CUSTOMERS, PATRONS AND/OR OTHER MEMBERS OF THE PUBLIC WHO ARE NOT MEMBERS OF THE ASSOCIATION RESULTING IN ADDITIONAL TRAFFIC IN AND AROUND WESTLAKE RESIDENCES; AND (c) THAT ANY SUCH MATTERS OR CONDITIONS SHALL NOT BE DEEMED A NUISANCE UNDER THIS DECLARATION AND NEITHER DEVELOPER, ASSOCIATION OR ANY OWNER, SHALL BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY RESULTING THEREIN, IF ANY.

25.12 Amenities. Westlake Residences is planned to contain the Amenities Facilities which shall be part of the Common Areas and used for recreational and other purposes by Owners and their family members, guests, tenants and invitees. The Amenities Facilities shall be kept and maintained in a manner consistent with the nature of such Amenities Facilities, and the Amenities Facilities and other facilities and improvements within the Amenities Property shall be kept and maintained by the Association for recreational, beautification and attendant uses. All parking areas within the Amenities Property shall be used for proper purposes by those using the Amenities Facilities or attending events at the Amenities Property, but only while using the Amenities Facilities or attending events at the Amenities Property. By acceptance of a deed to a Home, each Owner acknowledges, understands and agrees that activities and/or events such as concerts, shows, performances, social and other events may be held within the Amenities Property during the day and at night, and that such activities and events may cause, among other things, noise, vibrations, increased traffic, lighting, pedestrian activity and other impacts, consequences, results and effects ("Effects") which may be seen and/or heard from Homes and Neighborhoods, or otherwise affect portions of Westlake Residences, including Homes and Neighborhoods. Each Owner agrees (a) that such Effects shall not be deemed a nuisance under this Declaration or otherwise, (b) that neither Developer, Association, nor any Neighborhood Association shall be liable for the emanation of such Effects and/or any damages resulting therefrom, and (c) to have released Developer, Association and all Neighborhood Associations from any and all liability resulting from same. By acquiring title to a Home, each Owner shall be deemed to have assumed the risks, resultant

consequences, and effects associated with and/or resulting from activities and/or events taking place at the Amenities Property.

25.13 Title Documents. Each Owner, by acceptance of a deed to a Home, acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, which include, among other items, any documents recorded in the Public Records, unrecorded land use documents, and the documents identified in this Declaration and any other documents affecting title to Westlake Residences (collectively, the "Title Documents").

Developer's plan of development for Westlake Residences may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE 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 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 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 Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. ADDITIONAL TEXT AND SIGNATURES
APPEAR ON FOLLOWING PAGE.]

25.14 **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).

Developer hereby activates the guarantee in Section 17.8.2 of this Declaration. ☐

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 3rd day of January, 2018.

WITNESSES:

[Signature]
Print Name: John F. Carter

[Signature]
Print Name: Kenneth G. Carter

MINTO PBLH, LLC, a Florida limited liability company

[Signature]
By: _____
Name: John F. Carter
Title: Vice President
{SEAL}

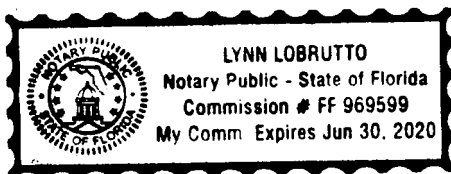
STATE OF FLORIDA

COUNTY OF Palm Beach SS.:

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by John F. Carter as V. P. of MINTO PBLH, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
Print Name Lynn LoBrutto



JOINDER

WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.

WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Declaration of Restrictions, Covenants, and Easement for Westlake Residences ("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 acknowledges that this Joinder is for convenience 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 January, 2018.

WITNESSES:

Print Name: Michael J. Oster

Print Name: Kenneth B. Cassel

WESTLAKE RESIDENCES MASTER

HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]

Name: John F. Carter

Title: President

Date: 1/3/18

[SEAL]

STATE OF FLORIDA

COUNTY OF Palm Beach

SS.:

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by John F. Carter as President of WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida

Print Name Lynn LoBrutto

JOINDER

SEMINOLE IMPROVEMENT DISTRICT

SEMINOLE IMPROVEMENT DISTRICT (the "District"), as owners of certain property within Westlake Residences, does hereby join in the Declaration of Restrictions, Covenants and Easements for Westlake Residences ("Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The District acknowledges that this Joinder 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.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5 day of January, 2018.

WITNESSES

SEMINOLE IMPROVEMENT DISTRICT, an
independent special purpose unit of local government

Print Name: Walter Stein

By: Scott Massey

Name: Scott Massey

Title: Chairman, Board of Supervisors

Date: 1/5/2018

Print Name: Scott F. Carter

STATE OF FLORIDA)

SS.:

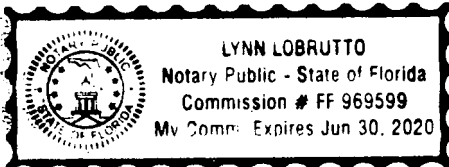
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by Scott Massey as Chairman of the Board of Supervisors of SEMINOLE IMPROVEMENT DISTRICT, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

Lynn LoBrutto
NOTARY PUBLIC, State of Florida

Print Name Lynn LoBrutto



**JOINDER AND CONSENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
FOR WESTLAKE RESIDENCES**

Wells Fargo Bank, N.A., as Administrative Agent ("**Wells Fargo**"), the owner and holder of a certain Mortgage and Security Agreement recorded May 9, 2016 in Official Records Book 28283, Page 1060 of the Public Records of Palm Beach County, Florida, as amended by Mortgage Modification Agreement recorded December 29, 2016 in Official Records Book 28798, Page 1467 of the Public Records of Palm Beach County, Florida; together with Absolute Assignment of Leases and Rents recorded May 9, 2016 in Official Records Book 28283, Page 1094 of the Public Records of Palm Beach County, Florida; Assignment of Agreements Affecting Real Estate recorded May 9, 2016 in Official Records Book 28283, Page 1114 of the Public Records of Palm Beach County, Florida; State of Florida Uniform Commercial Code Financing Statement Form recorded May 9, 2016 in Official Records Book 28283, Page 1134 of the Public Records of Palm Beach County, Florida; Financing Statement Form UCC-3 recorded June 21, 2016 in Official Records Book 28384, Page 733 of the Public Records of Palm Beach County, Florida; Financing Statement Form UCC-3 recorded June 22, 2016 in Official Records Book 28387, Page 509 of the Public Records of Palm Beach County, Florida; Mortgage Spreader Agreement recorded February 16, 2017, in Official Records Book 28896, Page 893 of the Public Records of Palm Beach County, Florida; and Financing Statement Form UCC-3 recorded February 16, 2017 in Official Records Book 28896, Page 903 of the Public Records of Palm Beach County, Florida, each as amended from time to time (collectively, the "**Mortgage**") which encumber the real property described in Exhibit 1 to the Declaration for The Hammocks of Westlake ("**Declaration**"), does hereby join in and consent to the Declaration, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns, subject to the paragraph below.

NOW, THEREFORE, the undersigned consents to the recordation of the Declaration.

Notwithstanding the execution of this Joinder and Consent, nothing herein shall be construed to render Wells Fargo responsible or liable for the performance of any of the covenants or undertakings contained in the Declaration. Furthermore, the lien of the Mortgage (as may be amended, restated, increased, assigned, partially released, or otherwise modified in any manner whatsoever) shall remain superior to any liens or assessments (if any) created by or arising under the Declaration and this Consent (a) shall in no way diminish, impair or affect the security interest in favor of Wells Fargo created by the Mortgage, (b) shall not affect, amend, limit or impair any of the terms or provisions of the Mortgage or any of Wells Fargo's rights under the Mortgage, and (c) shall not be deemed a consent to or a waiver of any other conditions or requirements in the Mortgage. The terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 9th day of January, 2018.

WITNESSES:

Wells Fargo Bank, National Association, as Administrative Agent

Print Name: Corri A. Jones

Print Name: Nancy J. Lucas

By: Beverly J. Matter

Name: Beverly J. Matter

Title: Vice President

{SEAL}

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

) SS.:

The foregoing instrument was acknowledged before me this 9th day of January, 2018 by Beverly J. Matter, as Vice President of Wells Fargo Bank, National Association, on behalf of the association, ☒ who is personally known to me or ☐ who produced _____ as identification.

My commission expires:



CORRI A. JONES
MY COMMISSION # FF 193885
EXPIRES: February 25, 2019
Bonded Thru Budget Notary Services

Corri A. Jones
NOTARY PUBLIC, State of Florida

Print name: _____

Westlake Residences
Declaration

EXHIBIT 1

LEGAL DESCRIPTION

This is not a certified copy

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE LAKE, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE S.89°48'53"E. ALONG THE NORTH BOUNDARY OF SAID SECTION 6, A DISTANCE OF 1228.85 FEET; THENCE DEPARTING SAID NORTH BOUNDARY OF SECTION 6 S.00°11'07"W., A DISTANCE OF 950.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE S.00°11'07"W., A DISTANCE OF 1149.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 300.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°56'39", A DISTANCE OF 491.89 FEET TO THE POINT OF TANGENCY; THENCE N.85°52'14"W., A DISTANCE OF 95.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 900.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°42'43", A DISTANCE OF 231.09 FEET TO THE POINT OF TANGENCY; THENCE S.79°25'03"W., A DISTANCE OF 212.12 FEET; THENCE S.10°34'57"E., A DISTANCE OF 16.21 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 50.00 FEET AND A RADIAL BEARING OF S.34°15'58"E. AT SAID INTERSECTION; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°18'55", A DISTANCE OF 57.87 FEET TO THE POINT OF TANGENCY; THENCE S.10°34'53"E., A DISTANCE OF 194.04 FEET; THENCE S.55°34'57"E., A DISTANCE OF 25.41 FEET; THENCE S.10°34'57"E., A DISTANCE OF 12.00 FEET; THENCE S.79°25'03"W., A DISTANCE OF 160.53 FEET; THENCE N.10°34'57"W., A DISTANCE OF 11.41 FEET; THENCE N.34°25'03"E., A DISTANCE OF 26.24 FEET; THENCE N.10°34'53"W., A DISTANCE OF 194.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°58'32", A DISTANCE OF 76.77 FEET TO A NON-RADIAL INTERSECTION THENCE N.10°34'57"W., A DISTANCE OF 12.03 FEET; THENCE S.79°25'03"W., A DISTANCE OF 229.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°34'57", A DISTANCE OF 485.05 FEET TO THE POINT OF TANGENCY; THENCE N.45°00'00"W., A DISTANCE OF 334.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 130.90 FEET TO THE POINT OF TANGENCY; THENCE N.60°00'00"W., A DISTANCE OF 713.77 FEET; THENCE S.30°00'00"W., A DISTANCE OF 12.00 FEET; THENCE N.60°00'00"W., A DISTANCE OF 55.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°33'56", A DISTANCE OF 65.07 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 338.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°11'00", A DISTANCE OF 95.47 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 281.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH

A CENTRAL ANGLE OF $14^{\circ}31'45''$, A DISTANCE OF 71.26 FEET TO THE POINT OF TANGENCY; THENCE $S.47^{\circ}05'19''W.$, A DISTANCE OF 23.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $76^{\circ}34'01''$, A DISTANCE OF 66.82 FEET TO A NON RADIAL INTERSECTION; THENCE $S.33^{\circ}56'02''W.$, A DISTANCE OF 70.07 FEET TO A RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 1050.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}57'40''$, A DISTANCE OF 182.55 FEET TO A RADIAL INTERSECTION; THENCE $N.23^{\circ}58'21''E.$, A DISTANCE OF 65.00 FEET TO A RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 50.00 FEET AND A RADIAL BEARING OF $N.23^{\circ}58'21''E.$ AT SAID INTERSECTION; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $73^{\circ}18'55''$, A DISTANCE OF 63.98 FEET TO THE POINT OF TANGENCY; THENCE $N.40^{\circ}39'26''E.$, A DISTANCE OF 52.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 9.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}30'35''$, A DISTANCE OF 8.56 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 76.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $62^{\circ}00'59''$, A DISTANCE OF 82.26 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 347.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $05^{\circ}28'04''$, A DISTANCE OF 33.13 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $62^{\circ}29'15''$, A DISTANCE OF 54.53 FEET TO A NON-TANGENT INTERSECTION; THENCE $N.30^{\circ}00'00''E.$, A DISTANCE OF 30.63 FEET; THENCE $N.60^{\circ}00'00''W.$, A DISTANCE OF 107.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 300.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $58^{\circ}38'57''$, A DISTANCE OF 307.09 FEET TO THE POINT OF TANGENCY; THENCE $N.01^{\circ}21'03''W.$, A DISTANCE OF 254.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 300.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}58'00''$, A DISTANCE OF 471.06 FEET TO THE POINT OF TANGENCY; THENCE $N.88^{\circ}36'57''E.$, A DISTANCE OF 1694.77 FEET; THENCE $S.89^{\circ}48'53''E.$, A DISTANCE OF 919.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 300.00 FEET; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, A DISTANCE OF 471.24 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

CONTAINING: 4,870,851 SQUARE FEET OR 111.81 ACRES MORE OR LESS.

EXHIBIT 2

ARTICLES OF INCORPORATION

This is not a certified copy

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on November 14, 2017, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H17000299230. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N17000011394.

Authentication Code: 017A00023094-111517-N17000011394-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of November, 2017



Ken Detzner
Ken Detzner
Secretary of State

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**ARTICLES OF INCORPORATION
FOR
WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC. ("Association"). These Articles of Incorporation shall hereinafter be referred to as the "Articles" and the By-Laws of the Association as the "By-Laws."

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity for operating, administering, managing, and maintaining a community located in Palm Beach County, Florida known as "Westlake Residences", in accordance with the Declaration of Restrictions, Covenants and Easements for Westlake Residences to be recorded in the Public Records of Palm Beach County, Florida ("Declaration").

**ARTICLE 3
DEFINITIONS**

The initially capitalized terms used and not defined in these Articles shall each have the same definitions and meanings as those set forth in the Declaration unless provided to the contrary in these Articles, or unless the context otherwise requires.

**ARTICLE 4
POWERS**

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.
- 4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate Westlake Residences pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To fix, levy, make, collect and enforce payment of Assessments and other

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charges against Members, as Owners, and to use the proceeds thereof in the exercise of its powers and duties.

- (b)** To buy, own, operate, lease, sell, trade, mortgage, and otherwise acquire and dispose of both real and personal property.
- (c)** To the extent not the obligation of the District, to operate and maintain the Surface Water Management System as required by the Declaration, and applicable South Florida Water Management District permit, rules and regulations.
- (d)** To maintain, repair, replace, reconstruct, add to and operate Westlake Residences, and other property acquired or leased by the Association.
- (e)** To purchase insurance covering all of the Common Areas, if any, or portions thereof, and insurance for the protection of the Association, its officers, directors and Owners.
- (f)** To adopt, promulgate, make and amend Community Standards and other reasonable Rules and Regulations for the maintenance, conservation and use of Westlake Residences and for the health, comfort, safety and welfare of the Owners.
- (g)** To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, Community Standards, and the Rules and Regulations, subject, however, to the limitation regarding assessing Homes and Parcels owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration and/or By-Laws.
- (h)** To contract for the management, operation, administration and maintenance of Westlake Residences, including contracts and agreements with the District and delegation of functions to the District, Neighborhood Associations, and any other person or entity the Association deems necessary in order to effectively manage, operate, administer and maintain Westlake Residences, and to authorize a management agent or company (who may be an affiliate of Developer) to assist the Association in carrying out its powers and duties by performing functions including, but not limited to, the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and Regulations and Community Standards, maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association and its officers and directors shall, however, retain at all times the powers and duties granted by the Declaration, these Articles and the By-Laws, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and

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execution of contracts on behalf of the Association.

- This is not a contract*
- (i) To employ personnel to perform the services required for the proper operation of Westlake Residences.
 - (j) To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
 - (k) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Westlake Residences to any public or quasi-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.
 - (l) To establish committees and delegate certain functions to those committees.
 - (m) 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 including, but not limited to, all powers set forth in Chapters 617 and 720 of the Florida.
 - (n) To exercise the emergency powers as provided in Section 720.316 of the Florida Statutes.
 - (o) To perform all duties and obligations of Association as set forth in these Articles, the Declaration and By-Laws.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration. In the event of termination, dissolution or final liquidation of the Association, to the extent the Surface Water Management System is part of the Common Areas and/or the Association is responsible for the operation and maintenance of the Surface Water Management System, the Surface Water Management System and the responsibility for operation and maintenance of the Surface Water Management System shall be transferred to and accepted by an entity which complies with the applicable provisions of the Florida Administrative Code and

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approved by the District and/or the SFWMD (as applicable) prior to such termination, dissolution or liquidation.

- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles, the Declaration and the By-Laws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association ("**Members**") shall consist of the Owners, including Developer, as further described in the Declaration. An Owner of more than one Home is entitled to one membership for each Home owned.

- 5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Home for which that share is held. Upon acquisition of a Home within Westlake Residences, the Owner shall automatically become a Member of the Association, and upon the sale of a Home in Westlake Residences, the membership appurtenant to such Home shall automatically pass to the subsequent Owner of the Home.

- 5.3 Voting. The Association shall have two (2) classes of Members, each with voting rights as follows (the "**Voting Interest**"):

- 5.3.1 Class A Members. Prior to cessation of Class B membership, Class A Members shall consist of all Owners with the exception of Developer. Class A Members shall be entitled to one (1) vote for each Home owned. In the event a Neighborhood or a Neighborhood Association for Homes is established, such Neighborhood shall be represented by a Neighborhood Voting Representative who shall have the number of votes equal to the number of Homes within the Neighborhood. The collective votes of Class A Members shall be exercised by the Neighborhood Voting Representative except as otherwise provided in the Articles, the By-Laws or the Declaration; provided, however, so long as Developer is a Class A Member, Developer shall have the option to cast its votes directly or by and through the applicable Neighborhood Voting Representative; in the event the Developer elects to cast its votes directly, then the applicable Neighborhood Voting Representative shall have the number of votes equal to the number of Homes within the Neighborhood not owned by Developer.

- 5.3.2 Class B Member. The Developer shall be the sole Class B Member. The Class B Member shall be entitled to four (4) votes for each vote that all Class A Members are entitled to cast at any time. The Class B membership shall cease upon the first to occur of the following events: (i)

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when the Developer records a notice in the Public Records of Palm Beach County expressly terminating its Class B membership; or (ii) the Turnover Date. Upon termination of the Class B membership, Developer shall be deemed and become a Class A Member entitled to vote as specified in the By-Laws and these Articles.

54 Meetings. The By-Laws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6 **TERM OF EXISTENCE**

The Association shall have perpetual existence.

ARTICLE 7 **INCORPORATOR**

The name and address of the incorporator of the Association is as follows:

John Carter
4400 West Sample Road
Suite 200
Coconut Creek, FL 33073-3450

ARTICLE 8 **OFFICERS**

Subject to the direction of the Board, described in Article 9 below, the affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President

John Carter
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

Vice President

Steve Ashby
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

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Secretary/Treasurer

Jared Stern
4400 West Sample Road, Suite 200
Coconut Creek, FL 33073-3450

ARTICLE 9 **DIRECTORS**

- 9.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board of directors (hereinafter referred to as the "**Board of Directors**" or "**Board**") consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors.
- 9.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required as provided in the Declaration or the By-Laws.
- 9.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
- 9.4 **First Directors.** The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the By-Laws are as follows:

John Carter

Steve Ashby

Jared Stern

ARTICLE 10 **VOTING REPRESENTATIVE**

In the event a Neighborhood Association for Homes is established, such Neighborhood shall be represented by a Neighborhood Voting Representative on all matters relating to the Association upon which Members are entitled to or required to Vote except as otherwise specifically provided in these Articles, the By-Laws or the Declaration. The Neighborhood Voting Representative shall be the President of the Neighborhood Association and who shall exercise the voting rights of Members on their collective behalf except as otherwise provided in these Articles, the By-Laws or the Declaration; provided, however, so long as Developer is a Class A Member, Developer shall have the option to cast its votes directly or by and through the applicable Neighborhood Voting Representative; in the event the Developer elects to cast its

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votes directly, then the applicable Neighborhood Voting Representative shall have the number of votes equal to the number of Homes within the Neighborhood not owned by Developer. Such Neighborhood Voting Representative shall have the number of votes equal to the number of Homes within the Neighborhood. Each Neighborhood Association shall also designate an alternative Neighborhood Voting Representative who shall act in the absence of a Neighborhood Voting Representative.

ARTICLE 11

INDEMNIFICATION

- 11.1 **Indemnity.** The Association shall indemnify, defend and hold harmless 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 the Association, against reasonable expenses (including reasonable attorneys' fees and costs at all tribunal levels), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. 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 the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Association shall have no duty to indemnify any party described in this Section 11.1, for any settlement entered, unless the party has received Association approval for the settlement entered.
- 11.2 **Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith.
- 11.3 **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding provided that the affected director, officer, employee or agent agrees to repay such amount advanced by the Association, should it be ultimately determined that he is not entitled to be indemnified by the Association as authorized in this Article 11.

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- 11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Association and shall inure to the benefit of the heirs and personal representatives of such person.
- 11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article 11.
- 11.6 Amendment. Notwithstanding anything to the contrary stated in these Articles, the provisions of this Article 11 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 12

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided for in the By-Laws and the Declaration. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE 13

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the proposed amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has

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been attained and by not less than 66 2/3% of the entire Board; or

- (b) after control of the Association is turned over to Owners other than Developer, by not less than 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
- (c) after control of the Association is turned over to Owners other than Developer, by not less than 100% of the entire Board; or
- (d) before control of the Association is turned over to Owners other than Developer, by not less than 66 2/3% of the entire Board.

13.3 Limitation. No amendment shall make changes (i) in the qualifications for membership, (ii) in the voting rights or property rights of Members, or (iii) in any manner to Section 5.3 of these Articles, without the approval in writing of all Members and the joinder of all Lenders. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options provided in these Articles in favor of or reserved to Developer, or any of its affiliates, unless Developer shall give its prior written consent to the amendment or join in the execution of the amendment, nor shall any amendment alter the provisions of these Articles benefiting Lenders or affecting the rights of Lenders without the prior written approval of the Lender(s) enjoying the benefit of such provisions. This Section 13.3 may not be amended without the consent of Developer or Lenders if such amendment affects the rights and privileges of Lenders as set forth in this Section 13.3.

13.4 Developer. Developer may amend these Articles (consistent with the provisions allowing certain amendments to be effected by Developer alone) without consent of any Members.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

ARTICLE 14

PRINCIPAL ADDRESS OF ASSOCIATION

The principal office and mailing address of the Association shall be 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450, or such other place as may subsequently be designated by the Board. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapters 617 and 720 of the Florida Statutes.

ARTICLE 15

CONVEYANCE

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The Association shall accept any and all deeds and other instruments conveying real or personal property delivered to the Association by Developer as provided in the Declaration.

ARTICLE 15
REGISTERED AGENT

The initial registered agent of the Association shall be Minto Communities, LLC, Attn: John Carter, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450.

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 10th day of November, 2017.

WITNESSES

Print name: Charles Harris

Print name: Stephanie Grace

John Carter, Incorporator

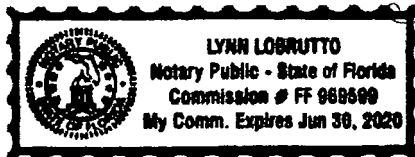
STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 10th day of November, 2017 by John Carter, who is personally known to me.

My commission expires: 6-30-2020

Lynn Lo Brutto
NOTARY PUBLIC, State of Florida

Print name: Lynn Lo Brutto



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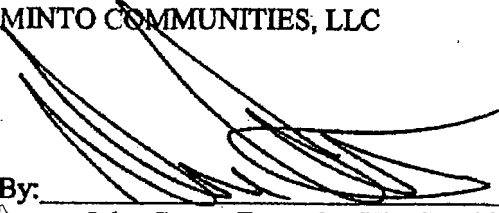
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at the City of Coconut Creek, Broward County, State of Florida, the Corporation named in the such Articles has named Minto Communities, LLC, Attn: John Carter, 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073-3450 as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and acknowledge that we are familiar with and accept the obligations set forth in Florida Statutes Section 617.0503.

MINTO COMMUNITIES, LLC

By: 

John Carter, Executive Vice President

Dated this 10th day of November, 2017

EXHIBIT 3

BY-LAWS

This is not a certified copy

This is not a certified copy

**BY-LAWS OF
WESTLAKE RESIDENCES MASTER HOMEOWNERS ASSOCIATION, INC.**