JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RAVELLO

(FORMERLY KNOWN AS TESORO PRESERVE & RIVER POINT)

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EXHIBIT LIST

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RAVELLO

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RAVELLO (this "**Declaration**") is made this ________ day of _________________ 2015, by VR PRESERVE DEVELOPMENT, LLC, a Florida limited liability company, ("**Declarant**") whose address is 4300 S U.S. Hwy #1 Ste 203-330, Jupiter, Florida 33477.

RECITALS:

A. On October 21, 2002, Wilderness Golf & Country Club, Inc. ("Wilderness") executed that certain Declaration of Covenants, Conditions and Restrictions for River Point, which is recorded in Official Records Book 1603, page 1096 of the Public Records of St. Lucie County, Florida, which was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for River Point, which is recorded in Official Records Book 1603, page 1365 of the Public records of St. Lucie County, Florida, (Collectively, the "Initial Declaration"), thereby submitting all of the real property described therein to the terms thereof.

B. Wilderness has assigned and Declarant has assumed all rights and obligations of Wilderness as "Declarant" under the Initial Declaration pursuant to that certain Assignment of Declarant's Rights for River Point recorded in Office Records book 1603, Page 1361, of the Public Records of St. Lucie County, Florida, and that certain Assignment of Mainland Parcel Owner's Rights for River Point, dated March 18, 2003 and recorded in Official Records book 1676, page 2019, of the Public records of Saint Lucie County, Florida.

C. The Initial Declaration submitted the real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Properties") to the terms of the Initial Declaration.

D. On January 6, 2005, GINN-LA WILDERNESS, LTD., LLLP, a Georgia limited liability limited partnership, executed that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tesoro Preserve (Formerly Known as River Point) (the "First Amended and Restated Declaration"), which is recorded in Official Records Book 2130, page 1656, of the Public Records of Saint Lucie County, Florida, which was amended by that certain First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tesoro Preserve, which is recorded in Official Records Book 2374, page 2489, of the Public Records of St. Lucie County, Florida, that certain Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tesoro Preserve (formerly known as River Point), which is recorded in Official Records Book 2490, page 751-756, of the Public Records of St. Lucie County, Florida, that certain Third Amendment and Supplemental Declaration to Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro Preserve, which is recorded in Official Records Book 2595, page 816, of the Public Records of St. Lucie County, Florida, that certain Fourth Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro Preserve, which is recorded in Official Records Book 3307, page 589-591, of the Public Records of St. Lucie County, Florida, that certain Fifth Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro Preserve, which is recorded in Official Records Book 3358, page 238-240, of the Public Records of St. Lucie County, Florida, that certain Sixth Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro Preserve, which is recorded in Official Records Book 3358, page 241, of the Public Records of St. Lucie County, Florida, that certain Seventh Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro Preserve, which is recorded in Official Records Book 3434, page 1981, of the Public Records of St. Lucie County, Florida, that certain Eighth Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro Preserve, which is recorded in Official Records Book 3481, page 1847, of the Public Records of St. Lucie County, Florida, and that certain Ninth Amendment (mistakenly named the Eighth Amendment) to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tesoro Preserve, Now Known as "Ravello", which is recorded in Official Records Book 3703, page 2719, of the Public Records of St. Lucie County, Florida.

E. Declarant, in accordance with its reserved rights under Article II, Section 4(b) and Article X, Section 2 of the First Amended and Restated Declaration, desires to amend and restate the common plan of development for Tesoro Preserve (formerly known as River Point, to now be known as Ravello).

F. Declarant intends to develop and improve some or all of the Properties as a residential development with streets, street lights, open spaces, greenbelts and stormwater drainage and retention areas, and other common areas and improvements for the benefits of the Owners of the Properties.

G. Declarant desires to provide for the preservation and enhancement of the property values and quality of life in the Properties, the personal and general health safety and welfare of the Owners, and for the maintenance of streets, street lights, storm water drainage and retention areas and improvements, open spaces, greenbelts, conservation easements or areas and other common areas and improvements located in the Properties, and, to this end, desires to subject the Properties to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ravello (the "Declaration").

H. In order to develop and maintain Ravello as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Properties (as hereinafter defined) (and such additional properties which may be added to the Property and which may hereafter be subject to this Declaration) and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens and easements; to facilitate the maintenance of surface water, storm water drainage and retention areas and improvements; to provide for the ownership, operation and maintenance of the utility systems; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement.

I. In order to provide a means for meeting the purposes and intents herein set forth, a corporation not-for-profit has been created, to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and other charges hereinafter created.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that this Declaration supersedes the Initial Declaration, in its entirety, and the First Amended and Restated Declaration, in its entirety, and that the Properties, together with any Additional Properties that are made subject to this Declaration, shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Properties and any part thereof and which shall be binding upon all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns.

DECLARATIONS:

NOW, THEREFORE, Declarant, for itself and its successors and assigns, declares that, the Properties are and shall be held, improved, used, occupied, leased, transferred, mortgaged, sold and conveyed subject to all of the reservations, covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINED TERMS

The following words when used in the Declaration (unless the content shall prohibit) shall have the following meanings, unless the content otherwise requires and provided this list of defined terms is not exclusive and there are other defined terms contained in the text of this Declaration which shall have the meanings described therein unless the content otherwise requires with respect to such other defined terms:

Section 1. **Additional Property or Additional Properties.** "Additional Property" or "Additional Properties" shall mean and refer to any real property, together with any improvements thereon, which is made subject to this Declaration under the provisions of Article II hereof or is owned by the Declarant or its designated successor whether or not such real property is added to the Declarations.

Section 2. **ACB**. "ACB" shall mean and refer to the Architectural Control Board of the Association established for architectural control purposes pursuant to Article VII of this Declaration.

Section 3. **Areas of Common Responsibility**. "Area of Common Responsibility" shall mean and refer to any services, lands or facilities (other than Common Property) which are to be provided, operated, maintained and/or improved by or for the Association at Common Expense and as the result of (i) specific designation of an Area of Common Responsibility by this Declaration or any area, parcel, lands, roads (whether public or private), easements, or other area specifically designated for

Association maintenance, operations or improvements in any plat of the Properties; (ii) a contract, agreement or easement entered into with a third party by the Association; (iii) a Declaration executed by the Declarant and naming the Association as the maintenance entity; or (iv) a decision of the Board.

Section 4. **Articles.** "Articles" shall mean and refer to the Articles of Incorporation of the Association, a copy of which is attached as Exhibit "A" to this Declaration.

Section 5. **Assessments.** "Assessments" shall mean or refer to (i) annual assessment, (ii) special assessments and/or (iii) individual assessments, as such Assessments are defined in Article VI of this Master Declaration.

Section 6. **Association.** "Association" shall mean and refer to the Ravello Property Owners' Association, Inc., a Florida not-for-profit corporation, or its successors and assigns.

Section 7. **Board.** "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 8. **Bylaws.** "Bylaws" shall mean and refer to the Bylaws of the Association, a copy of which is attached as Exhibit "B" to this Declaration.

Section 9. **Common Expense.** "Common Expense" shall mean and refer to the liabilities and expenses incurred by the Association in the performance of the duties of the Association, including, without limitation, the costs incurred for operation, maintenance and improvement of the Common Property and the Areas of Common Responsibility, and any reserves established by the Board.

Section 10. **Common Property.** "Common Property" shall mean and refer to all those lands, together with any improvements located thereon, and all personal property, from time to time devoted to the use and enjoyment of the Members of the Association and owned, operated and maintained by the Association at Common Expense or are agreed to by agreement with any other association. Common Property includes without limitation, any platted parcel, area, parcel, lands, roads (whether public or private), easements or other area which is part of the Properties and which is designated by Declarant on any plat or in any other recorded instrument for ownership and maintenance by the Association.

Section 11. **Declarant.** "Declarant" shall mean and refer to VR Preserve Development LLC, a Florida limited liability company. No successor or assignee of Declarant shall have any rights or obligation of Declarant hereunder.

Section 12. **Declaration or Master Declaration.** "Declaration" or "Master Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Ravello, as amended and supplemented from time to time.

Section 13. **Development Plan.** "Development Plan" shall mean and refer to the non-binding, general schemes of intended improvement and use of the Properties.

<u>Section 14.</u> Equivalent Unit. "Equivalent Unit" shall mean and refer to the unit of measurement for purposes of determining the votes or share of assessments allocable to each Unit. Each Unit is assigned 1.0 Equivalent Unit.

<u>Section 15.</u> Governmental Authority. "Governmental Authority" means the United States of America, and any state, county, city, CCD or political subdivision thereof, any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States of America or any state, county, city or political subdivision thereof.

<u>Section 16.</u> Home. "Home" shall mean a residential dwelling Unit constructed on a Lot within the Properties, which is designated and intended for use and occupancy as a single-family residence.

<u>Section 17.</u> Laws. "Laws" means all constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives of any Governmental Authority, and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies or other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

<u>Section 18.</u> Limited Common Property. "Limited Common Property" shall mean those lands, together with any improvements located thereon, and all personal property, from time to time designated by the Association as being reserved exclusively for the use and enjoyment of all or a designated class of owners.

<u>Section 19.</u> Lot. "Lot" shall mean and refer to each platted parcel of land in the Properties which is subject to separate ownership and intended for use as a site for construction and maintenance of a single family dwelling, whether or not yet improved.

<u>Section 20.</u> Mainland Parcel. "Mainland Parcel" shall mean and refer to all the lands and improvements described in Exhibit C of this Declaration

<u>Section 21.</u> Member. "Member" shall mean and refer to (i) each Owner who is a member of the Association.

<u>Section 22.</u> Owner. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to any Unit in the Properties, including, without limitation the Declarant, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgage unless and unit such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All Owners of each Unit shall be treated for all purposes as a single Owner for that Unit, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Declarant, shall be an Owner for so long as it owns any portion of the Properties.

<u>Section 23.</u> Properties. "Properties" shall mean and refer to all the lands and improvements described in Exhibit C of this Declaration, together with any Additional Properties actually annexed to the operation and effect of this Declaration from time to time under the provisions of Article II of this Declaration, if and when any such Additional Properties are annexed, and excluding any lands and improvements withdrawn from this Declaration in accordance with the procedures set forth in this Declaration.

Section 24. **SFWMD.** "SFWMD" means South Florida Water Management District, or any successor governmental authority.

Section 25. **SFWMD Permit.** "SFWMD Permit" means collectively the SFWMD Environmental Resource Permit Number 56-01506-P (see "Recorded Notice of Environmental Resource Permit, attached as Exhibit D, for more information).

Section 26. **Surface Water Management System.** "Surface Water Management System" shall mean and refer to all land, easements and other facilities and appurtenances which together constitute and compromise the master surface water and stormwater management and drainage system with respect to the land shown on the plans therefor approved by St. Lucie County, Florida, the SFWMD, and any other governmental entity with jurisdiction (as same may be modified and amended from time to time).

Section 27. **Unit.** "Unit" shall mean and refer to each separately described portion of the Properties, whether attached or detached and each non-condominium residential apartment unit, which is intended to be occupied as a single family residence or household, including without limitation, each Lot (together with the residence, if any, constructed thereon), non-condominium residential apartment unit, cooperative unit, condominium unit, zero lot line dwelling, patio home, townhouse, cluster home and any other form of residency occupancy or ownership now existing or hereafter created. In the case of the structure which contains multiple dwelling units, each dwelling shall be deemed a separate Unit. Each Unit shall be exempt from assessments hereunder until such time as a plat creating a subdivision or a declaration of condominium describing a condominium regime for that Unit s recorded in the public records of St. Lucie County, Florida. A Unit shall be created upon the earlier to occur of (i) recordation of the subdivision plat or a condominium declaration therefor; or (ii) approval of the site plan therefor by governmental authority having jurisdiction thereof, as the case may be, and whether or not the improvements to be constructed thereon are complete.

Section 28. **Unity of Title Unit.** "Unity of Title Unit" shall be created when two or more Lots are combined by a Unity of Title recorded in the Official Public Records of St. Lucie County, Florida and a building permit is issued to construct one single family home upon the Lots combined by the Unity of Title. Each Unity of Title Unit is assigned an "Equivalent Unit" as defined in Section 13 above according to the following formula: A Unity of Title Unit Equivalent Unit = 1.0 Equivalent Unit for the first Lot + 0.5 Equivalent Unit for the second Lot + 0.25 Equivalent Unit for the third Lot and all additional Lots.

Section 29. **Ravello.** "Ravello" shall mean the real property described on Exhibit "C" attached hereto and incorporated herein by reference, together with all improvements located thereon

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. All of the Properties are, and shall be subject to the encumbrance, operation and effect of this Declaration. Upon and after annexation of each Additional Property, the Additional Property so annexed shall be held, improved, used, occupied, mortgaged, leased, transferred, sold and conveyed, subject to the reservations, covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, as amended.

Section 2. Additional Property. Declarant (joined by the owner of the lands if other than Association) shall have the sole right but not the obligation, to bring within the encumbrance of this Declaration, as Additional Property, additional lands and improvements. In addition, Declarant reserves the right but shall not be obligated to annex any other lands in the general vicinity of the Development Plan. Annexation may be accomplished with the consent of two-thirds vote of the Owners and any mortgage or lien holder.

Section 3. Method of Annexation. The additions authorized under this Article shall be made by filing of record an amendment with respect to the Additional Property which shall extend the operation and effect of this Declaration to such Additional Property. The amendment shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the Additional Property. The amendment may contain such terms and provisions not inconsistent with this Declaration as may be desirable to reflect the different character, if any, of the real residential uses, or development approaches being implemented, all of which may be significantly at variance with earlier phases of the Properties. The amendment shall be executed by the Declarant and shall contain the joinder of the owner of the Additional Property, if other than the Declarant. Owners, upon recordation of any amendment, shall also have a right and non-exclusive easements of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the cost of management, operation and maintenance of such Common Property within the annexed lands. Any amendment recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any amendment, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

Section 4. Non-Binding General Plan of Development.

(a) Purpose. The Development Plan is the dynamic design for the development of the lands included within the Development Plan, which design may be modified and amended from time to time during the course of development and sale of those lands. The Development Plan shall not bind Declarant to make the additions to the Properties which are shown on the Development Plan or to improve any portion of such real estate in accordance therewith. Nothing herein shall be interpreted as requiring annexation of any of said lands or any other lands owned by the Declarant or, if annexed, that they be annexed in any particular sequence or configuration or that they be annexed in whole tracts.

Nothing in Declaration shall be construed to affect or encumber any portion of the lands in the Development Plan or any other lands owned by Declarant prior to annexation.

(b) **Amendments.** The Declarant hereby reserves the right to amend the Development Plan for Ravello in response to changes in market, technological, economic, environmental, demographic, social or other conditions affecting the development or marketing of the Properties an in response to changes in the requirements of government agencies or financial institutions.

(c) **Interpretation.** Nothing contained in this Declaration, any amendment to this Declaration or the Development Plan shall be interpreted to:

(i) Require Declarant, the Association or any other person or entity to annex any real property to the operation and effect of this Declaration; or

(ii) Prevent any property not annexed to the properties from being subjected to another, independent declaration or scheme of development, even though such property may be encompassed by the Development Plan.

The community contemplated by this Declaration, including parcels of land subject to potential annexation, includes a variety of development types, values and uses.

Section 5. Merger or Consolidation. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations of each Association may, by operation of law, be transferred to the surviving or consolidation association or, alternatively, the properties, rights and obligation of another association may, by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties.

Section 6. Good Faith and Uniform Administration and Interpretation of Declaration. Declarant shall, during the time that it is in control of the Association, in good faith, administer and apply all provisions of this Declaration as amended from time to time, in a uniform, non-discriminatory manner with respect to any portions of the Properties, including the architectural provisions set forth in Article VII. In addition, upon turnover of the Association to the Owners, the association shall in good faith, administer and apply all provisions of this Declaration, as amended from time to time in a uniform, non-discriminatory manner with respect to any portions of the Properties, including the architectural provisions set forth in Article VII.

ARTICLE III
STRUCTURE, POWERS AND DUTIES OF, AND MEMEBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be a corporation non-for-profit charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. The Members of the Association shall have the voting and other right as provided in the Articles, the Bylaws and this Declaration. The Articles and bylaws are subject to amendment in accordance with their respective provisions and it shall not be necessary to amend this Declaration in order to amend the Articles or the Bylaws; provided however, neither the Articles nor the Bylaws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency the provisions of this Declaration shall prevail.

Section 2. Governance. The Association shall be governed by a Board consisting of three (3) members initially, and the number in subsequent years to be determined by the members of the Board as provided for the Board as provided for in the Bylaws; provided that there shall always be an odd number of directorships created. Anything in this Declaration to the contrary notwithstanding, so long as a Class "B" membership exists, as set forth in Article VI, Section 2 of the Articles, Declarant shall be entitled to designated all members of the Board of Directors of the Association. Thereafter, commencing upon the conversation of the Class "B" membership to Class "A" membership in accordance with Article VI, Section 2 of the Articles, and continuing thereafter until the Declarant holds for sale in the ordinary course of business less than five percent (5%) of the Units in all phases to be operated by Association in the Properties, Declarant hall be entitled to designate at least one (1) member of the Board which shall be designed by the Declarant..

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Title to Common Property. Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvement thereon and until such time as, in the opinion of Declarant, the Association is able to maintain the same. Declarant may convey or turn over certain items of the Common Property to the Association and retain others. In consideration of the benefits accruing to the Association and to the Owners under this Declaration hereunder, the Association hereby agrees to accept title to any Common Property or to any interest in Common Property now or hereafter conveyed to it pursuant to the terms and conditions of this Declaration. Upon the due recording of a deed, easement, lease or other instrument or memorandum of conveyance to the Association in the public records of St. Lucie County, Florida, title or such other interest in common Property conveyed shall vest in and to the Association. Property interests transferred to the Association by Declarant may include, but are not limited to, fee simple title, reversionary rights, easements, leasehold interests and licenses to use. Any fee simple interest in property transferred to the Association by Declarant shall be transferred to the Association by quit claim deed or at Declarant's option by special warranty deed, all subject to the terms of this Declaration, and subject to any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Declarant in the instrument of conveyance, and other encumbrances of record or reserved by Declarant in the instrument of conveyance, including but not limited to any access easements reserved by the Declarant in the instrument of conveyance, including but not limited to any access easements reserved by the Declarant or the right to connect into any of the streets within the Properties. The instruments by which Declarant conveys any property or interest in property to the Association may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property.

The Association shall accept "as is" the conveyance of Common Property without any representation or warranty, express or implied, in fact or by law, with respect thereto, or with respect to the improvements and repairs to be completed after the conveyance, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion or the future economic performance or operations of, or the materials or furniture which has been or will be used in such property or repairs, except as set forth herein.

In order to preserve and enhance the property values and amenities of the Properties, the Common Property and all landscaping, drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Section 2. **Owners' Easements of Enjoyment.** Subject to the provisions of this Declaration, the Association, Declarant (until Declarant transfers ownership of the last Unit in the Development Plan owned by Declarant) and every Owner shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property, and such rights shall be appurtenant to and shall pass with the title to every Unit in the Properties. Said rights shall include, but not limited to, the following:

(a) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Property for all lawful purposes; and

(b) Rights and easements of drainage across storm water drainage and retention structures and areas, and to connect with, maintain and make sure of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of Common Property; and

(c) Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

Section 3. **Extent of Owner's Easements.** The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

(a) The Association, subject to the rights of Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon;

(b) The easements and rights of Declarant reserved by this Declaration;

(c) The right of the Association to borrow money (i) for the purpose of improving the Common Property or any Area of the common Responsibility; (ii) for acquiring additional Common Property; (iii) for constructing, repairing, maintaining or improving any facilities located within the common Property or any Area of Common Responsibility; or (iv) for providing the services authorized herein, and to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any proportion of the Common Property; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interest, licenses, easements and privileges herein reserved or established for the benefit of Declarant, any owner or the holder of any Mortgage, irrespective of when such Mortgage, irrespective of when such Mortgage is executed or given:

(d) The rights and easements specifically reserved in this Declaration for the benefit of the Association; and

(e) Any other rights encumbrances or easements affecting the easements of use and enjoyment provided for herein.

<u>Section 4.</u> Location of Common Property Not Controlling as to Use. Designation by Declarant of Property as Common Property located within various portions of the Properties shall result in general use and enjoyment by Association Members regardless of the tract or phase in which the Common Property is located, provided that access to any conservation areas that may be identified shall be limited to the Association and the SFWMD. As to that portion of any such conservation area located on any Lot, the owner of the Lot shall be entitled to access such portion of the conservation area located on their respective Lot, provided any such access to such conservation areas shall be subject to the provision or Article IX, Sections 28, 29 and 30.

<u>Section 5.</u> Easement Reserved to Declarant Over Common Property. Declarant, hereby reserves to itself and its successors and assigns, for the benefit of any portion of the Properties or Additional Properties owned by Declarant or its specifically designated successor, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to: (i) the right to use the said Properties for rights–of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any services necessary or convenient for the completion, marketing, use and enjoyment of the Properties; (ii) the right to cut any trees, bushes or shrubbery, make any grading of soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines; (iv) the right and easement of ingress and egress for purposes of development, construction and marketing; (v) the right and easement to install, maintain, repair and replace improvements to or upon the Common Property; and (vi) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development plan; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such utility development, improvement or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the common Property, easements, or greenbelts. Declarant, the Association and their respective agents, employees, contractors, licensees, successors and assigns may carry on such activities may be reasonably required, convenient, or incidental to the construction, completion, improvement, maintenance, repair, operation and sale of the whole or any portion of the Properties, including, without limitation, the installation and operation of sales and construction trailer and offices, signs and model dwellings. The right of Declarant, or its designees, successors and assigns to maintain and carry on such facilities and activities shall include without limitation the right to use dwellings as model residences, and to use any dwellings as an office for the sale of Units for related and unrelated activities. Finally, Declarant reserves the right to use the Common Property in its efforts to market the Properties. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Properties of the Association until such time as Declarant has sold all lands in the Development plan. If a building or other improvement has been or is proposed to be erected within the Properties in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by this Declaration, the Declarant shall have the right to waive or release the violation, variance or encroachment without the consent of joinder of any person so long as the Declarant, in the exercise of its sole discretion, determined in good faith that such waiver or release will not materially and adversely affect the health and safety of owners the value of the adjacent portions of the Properties, and the overall appearance of the Properties. This Section may not be amended without the written consent of the Declarant.

Notwithstanding any provision of this Declaration to the contrary, the Declarant shall have the right to specifically define or amend the boundaries or extent of any easement, license or use right reserved or granted pursuant to the terms hereof. At any time, the Declarant shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use rights, or the Declarant may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Properties. The Declarant's determination pursuant to this Declaration in accordance with this Article IV shall be dispositive for all purposes; provided nothing contained in this Section 5 shall authorize the Declarant to take any action that would have a material and adverse effect on any improved portion of the Properties.

<u>Section 6.</u> **Beneficiaries.** The easements, licenses, rights and privileges established, created, granted or reserved by this Declaration shall be for the benefit of the Association, Declarant, the Additional Properties, the Properties and the Owners, all as more specifically set forth elsewhere in this Declaration, and any Owner or Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

<u>Section 7.</u> **Easement for Encroachments.** In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches within any applicable building set back lines on any adjoining Unit or Common Property, it shall be deemed that the Owner of such Unit or the Declarant or the Association, as the case may be, has granted a perpetual easement to the

Owner of the adjoining Unit, the Declarant, or the Association, as the case may be, for the continued maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacement so any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

Section 8. **Access, Ingress and Egress: Roadways**. All Owners, by accepting title to property conveyed subject to his Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such property and acknowledge and agree that such access, ingress and egress shall be limited to roads, sidewalks, walkways, trails and waterways located within the Properties from time to time, provided that pedestrian and vehicular access to and from all Units shall be provided at all times.

Section 9. **Easements for Association.** There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, employees, contractors, managers, and licensees, and the ACB, to enter upon any Unit in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner directly affect thereby. Whenever the Association, Declarant, the ACB and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Properties, the reentering thereon and the taking of such action shall not be deemed to be trespass.

Section 10. **Future Easements and Modifications.** Declarant reserves the right to impose future restrictions and to grant or dedicate additional easements and rights-of-way on any portion of the Properties owned by Declarant. In addition, Declarant hereby expressly reserves the right to granted easements and rights-of-way over, under and through the Common Property and Village Common Properties to any person or entity, so long as Declarant shall own any portion of the Properties at the time of the Declarant's granting such easement and rights-of-way.

Section 11. **Maintenance Easement.** There is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors and assigns and alienable, transferable and perpetual right and easement to enter upon the Properties for the purpose of providing insect, reptile and pest control, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Properties, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions, or to provide garbage or trash removal services.

Furthermore, it is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of the Properties (together with the right to enter upon improved or unimproved portions of the Properties as are necessary to obtain access to such areas) for the purpose of (a) mowing such area and keeping the same clear and free from unsightly growth and trash, (b) maintain any bodies of water located within the Properties, including, but not limited to, lakes, ponds, bodies of water located within the Properties including but not limited to, lakes, ponds, waterways, canals, lagoons, and harbors, such maintenance to include, without limitation dredging and the maintenance of reasonable water quality standards, and (c) installing, constructing, repairs, replacing and maintain those docks, bulkheads or other structures which are Common Property, Village Common Property, or Areas of Common Responsibility.

Section 12. Drainage Easements. There is hereby reserved for the benefit of the Declarant, the Association and all other owners, and their respective successors and assigns, a non-exclusive easement for stormwater collection, retention, detention and drainage over, upon and within the rights-of-way of all streets and roads, the Surface Water Management System and all other drainage easements shown on each plat or otherwise reserved, declared or created pursuant to this Declaration. There is further hereby reserved for Declarant, the Association and their respective agents, employees, successors and assigns, an alienable transferable and perpetual right and easement on, over and across all unimproved portions of the Properties for the purpose of constructing, installing, inspecting, maintaining, repairing and replacing the Surface Water Management System and all appurtenant improvements and facilities. Additionally, Declarant, for the benefit of itself, the Association and all Owners hereby reserves easements over any and all other portions of the Common Property as may be reasonably required from time to time in order to provide storm water drainage to all or any portions of the Properties; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners, the Common Property affected thereby, or any improvements from time to time located any portion of the Common Property.

Section 13. Wells and Effluent. There is hereby reserved for the benefit of Declarant, the Association, and their respective affiliates, agents, employees, successors, and assigns an alienable, transferable and perpetual right and easement: (a) to pump water from lakes, canals, lagoons, ponds, and other bodies of water located within the Properties for the purpose of irrigating any portions of the Properties; (b) to drill, install, located, maintain, and use wells, pumping stations, water towers, siltation basins and tanks and related water and sewer treatment facilities and systems within the Common Property; or (c) to spray or locate any treated sewage effluent within the Common Property or upon any Unit or upon unimproved portions of any other property subject to this Declaration.

Section 14. Roadways Within Development.

(a) Private Roads. Currently, all roads shown on that certain Tesoro Preserve Plat No. 2, which is recorded in Plat Book 44, Page 15, and 15A through 15I, as amended by that certain Tesoro Preserve Plat No. 4, which is recorded in Plat Book 51, Pages 5-14, Public Records of St. Lucie County, and certain roads within the separate and distinct Island of Ravello Property Owners' Association, Inc. (specifically, Fiore Bello (also known as Island Walk Drive) Strada Tione (alson known as Island Walk Place) and that portion of Via Terra Bella (formerly known as River Point Drive) lying west of the southerly prolongation of the westerly right-of-way line of Via Lago Garda (also known as Wilderness Bluff Drive)) as shown on the Plat of River Point PUD, which is recorded in Plat Book 40, page 15, as amended by that certain First Replat of River Point P.U.D., which is recorded in Plat Book 41, Page 21, and 21A through 21O and that certain Tesoro Preserve Plat No. 1, which is recorded in Plat Book 44, Pages 17 and 17A, as amended by Tesoro Preserve Plat No. 3, recorded in Plat Book 51, Pages 1-4, of the Public Records of St. Lucie County, Florida as adopted, amended or approved from time to time by Declarant as to the Properties (collectively, the "Private Roads"), are private. However, Declarant reserves the right, but not the obligation to dedicate or otherwise convey any portion of the Private Roads within the Properties not otherwise denominated to be Common community development district or other local unit of special government purpose established pursuant to Florida Statues, for the purpose of granting public access thereto and over said roadways, but may elect to have the Association maintain the maintenance responsibility for such dedicated roadways as an Area of Common Responsibility. It is presently contemplated that all roads shown on that certain Tesoro Preserve Plat No. 2, as amended by Tesoro Preserve Plat No. 4, recorded in Plat Book 51, Pages 5-14, of the Public Records of St. Lucie County, Florida will be so dedicated or conveyed. In the event of dedication or conveyance of any roadway, Declarant may, in its sole discretion, reserve an easement over any such roadway to be primarily maintained by such public body for the purpose of doing additional maintenance to said public streets and roads and to maintain landscaping along the unpaved rights-of-way thereof; and there after designate in a plat or Supplemental Declaration that said easement shall constitute an Area of common Responsibility to be maintained by the association. Nothing contained herein shall be construed to create any public rights in private roads and streets within the Properties, if any, until such time as such roads are expressly dedicated or conveyed to and formally accepted by the State of Florida, or political subdivision thereof. Unless otherwise determined by Declarant, all of the private roadways in all of the Properties shall be maintained by the Association as part of the Common Expense.

(b) **Public Roads**. All roads shown on the Plat of River Point P.U.D., which is recorded in Plat Book 40, page 15, as amended by that certain First Replat of River Point P.U.D., which is recorded in Plat Book 41, Page 21, and 21A through 21O and that certain Tesoro Preserve Plat No. 1, which is recorded in Plat Book 44, Pages 17 and 17A, as amended by Tesoro Preserve Plat No. 3, recorded in Plat Book 51, Pages 1-4, of the Public Records of St. Lucie County, Florida, as adopted amended or approved from time to time with the exception of roads within the separate and distinct Island of Ravello Property Owners' Association, Inc. (specifically, Fiore Bello (also known as Island Walk Drive) Strada Tione (alson known as Island Walk Place) and that portion of Via Terra Bella (formerly known as River Point Drive) lying west of the southerly prolongation of the westerly right-of-way line of Via Lago Garda (also known as Wilderness Bluff Drive)), are public road rights-of-way and have been dedicated to the City of Port St. Lucie, A municipal corporation, its successors and/or assigns (the "City") as public road rights-of-way, but are the maintenance responsibility of the Association and are an Area of Common Responsibility, and all expenses related to the operation , insurance, repair, maintenance and replacement thereof shall be deemed a Common Expense. The Declarant hereby expressly assigns to the Association, its reversionary rights in the public roads described herein, if any.

Section 15. Changes in Boundaries and Withdrawal of Property from Common Property. For so long as the Declarant shall own any of the Properties, the Declarant may at any time change and realign the boundaries of the Common Property with any Units within the Properties or withdraw, or cause to Withdraw, land from the Common Property in the Declarant's sole discretion. The prior sentence notwithstanding, in the event such change and realignment of the boundaries Common Property or withdrawal of Common Property shall materially and adversely affect any Unit or materially and adversely affect access, visibility or drainage to or from any Unit, the Declarant shall not have the right to change or realign the boundaries of the Common Property a or withdraw such Common Property without the consent and joinder of the Owner of the Unit which is so affected. Change and realignment of the boundaries of the Common Property or withdrawal of land from the Common Property shall be evidenced by a Supplementary Declaration recorded in the public records of St. Lucie County, Florida. Which shall specifically reference such change, realignment, addition or withdrawal. Withdrawal of land from the Common Property by the Declarant shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Declarant shall be deemed to be Common Property, unless such land is expressly designated as such by the Declarant pursuant to this Declaration, or subsequently designated as such by the Declarant or unless conveyed by the Declarant to the Association or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights or personally property owned by the Association shall be withdrawn from the Common Property pursuant to this Article IV, Section 15, upon the Declarant's written request, the Association shall promptly execute and delver to the declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Property.

Section 16. **Enforcement.** The SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration (including, without limitation, Articles IV, VIII, IX and X), which relate to the maintenance, operation and repair of the Surface Water Management System. The SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in conservation areas under the responsibility or control of the Association, if any.

Section 17. **Tesoro Club.** **THE TESORO CLUB IS NOT LOCATED WITHIN THE PROPERTIES. THE TESORO CLUB IS NOT GOVERNED BY THE ASSOCIATION OR THIS DECLARATION.**

(a) Tesoro Club. Declarant anticipates, but does commit, that The Tesoro Club will be improved by Tesoro Club, LLC, on a site located in Port St. Lucie, Florida. It is anticipated that The Tesoro Club ("Club") will include a clubhouse, dining, a swimming pavilion, a spa and fitness center, a private beach club on nearby Hutchinson Island, and 45 holes of golf designed by Arnold Palmer and Tom Watson. The property on which the Club is anticipated to be developed is not included within the Properties.

(b) Mandatory Social Membership for Owners of Lots Located on the Mainland Parcel. Prior to the closing of any sale of a Lot located on the Mainland Parcel, Tesoro Club, LLC, the owner and operator of the Club, will deliver to each owner of a Lot on the Mainland Parcel an information package including the Club Membership Plan, the Rules and Regulations and the Membership Agreements, as the same may be amended from time to time (the "Membership Documents"). Two levels of membership will be available: (a) "Social Membership," which will entitle the member to utilize all Club facilities other than golf facilities; and (b) "Golf Membership," which will entitle the member to utilize all Club facilities (including golf facilities). All Owners of Lots located on the Mainland Parcel (excluding the Declarant, builders, the Association and Tesoro Club, LLC) who are approved for membership must acquire and maintain in good standing at least a "Social Membership" in the Club for each Lot owned. Payment of a Membership Deposit is required in order to acquire a Membership in the Club in accordance with the Membership Plan Documents. For purposes of this Section 17, "Builder" shall mean a person or entity who in its normal course of business purchases a portion of the Properties for the purpose of constructing thereon a residential structure for sale or means a person or entity who in its normal course of business constructs a residential structure on a portion of the Properties owned by another or means a person or entity who acquires a portion of the Properties for the purpose of resale to a person engaged in the business of constructing residential structures for sale, and who is so designated by Declarant.

(c) Membership Plan Documents. Membership in the Club is subject to the terms and conditions of the Membership Plan Documents. In the event the Club is converted from a non-equity club to a member-owned equity club in accordance with the Membership Plan Documents, the Membership Plan Documents shall also include the Club Equity Membership Plan, the Bylaws, the Certificate of Incorporation and the Membership Purchase Agreements. At such time as the Club is converted to an equity club, each member of the Club will be required to convert to the corresponding equity membership in the Club in accordance with the Membership Plan Documents, and shall be required to pay an equity contribution to the Club as determined under the Membership Plan Documents. Any required payment of an equity contribution shall be considered a Club Charge (as defined below).

(d) Club Charges. Membership in the Club requires the payment of a membership purchase price called a membership deposit and membership dues, fees and other amounts (the "Club Charges"). Club Charges shall be determined by the Club and are subject change as contemplated by the Membership Plan Documents. Club Charges owed by Owners to the Club which become delinquent under the terms and conditions set forth in the Membership Plan Documents ("Delinquent Club Charges") are deemed to constitute Special Assessments of the Association, for which the Association shall have a lien against each Lot located on the Mainland Parcel for all unpaid Special Assessments in accordance with the lien and foreclosure provisions set forth in Article VI. If the Club provides notice to the Association that an Owner owes Delinquent Club Charges, the Association shall have the right and obligation to collect Delinquent Club Charges from Owners and to enforce its lien for Special Assessments, through and including foreclosure of the lien. In the event that the Association does not enforce its rights hereunder with respect to a Special Assessment resulting from Delinquent Club Charges, the Association hereby consents and authorizes the Club to enforce the lien and foreclosure provisions of Article VI. All Delinquent Club Charges collected by the Association from Owners are the property of the Club and shall be immediately paid to the Club. Transfer of a Club membership shall be in accordance with the Membership Plan Documents.

THE ASSOCIATION HAS A LIEN AGAINST EACH LOT LOCATED ON THE MAINLAND PARCEL FOR DELINQUENT CLUB CHARGES

(e) Club Property. The property on which the Club Property is located ("Club Property") is privately owned and operated by the Club and is not a part of the Properties or the Association Property hereunder. The Club has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Club Property shall be used. By way of example, but not limitation, the Club has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of Lots or Homes within Ravello, to modify the Membership Plan Documents, to reserve memberships, to sell, lease or otherwise dispose of the Club Property in any manner whatsoever and to any person whomsoever, to add, issue or modify any type, category or class of membership, to recall any membership at any time for any or no reason whatsoever, to convert the Club into a member-owned club, to make any other changes in the terms and conditions of membership or in the facilities available for use by members and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use privileges. **ACQUISITION OF A MEMBERSHIP IN THE CLUB IS MANDATORY FOR OWNERS OF LOTS LOCATED ON THE MAINLAND PARCEL. OWNERSHIP OF A LOT OR ANY PORTION OF THE PROPERTY OR MEMBERSHIP IN THE ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB PROPERTY AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB PROPERTY.**

(f) Acknowledgments Regarding Club Property. Each Owner, by acceptance of a deed or recorded contract of sale to a Lot acknowledges all of the following:

(1) That privileges to use the Club Property shall be subject to the terms and conditions of the Membership Plan Documents.

(2) Each Owner by acquisition of title to a Lot releases and discharges forever the Declarant, Tesoro Club, LLC, the Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents from: (1) any claim that the Club Property is, or must be, owned and/or operated by the Association or the Owners, and/or (2) any claim that the Owners are entitled to use the Club Property by virtue of their ownership of a Lot without acquiring a membership in the Club, paying the applicable membership contribution or membership deposit and dues, fees and charges established by the Club from time to time, and complying with the terms and conditions of the Membership Plan Documents for the Club.

(3) Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the Declarant, Tesoro Club, LLC, the Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, against and in respect of, and to reimburse the Declarant, the Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that the Declarant, Tesoro Club, LLC, the Club, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, shall incur or suffer, which arise out of, result from or relate to any claim that the Club Property must be owned and/or operated by the Association or the Owners and/or that Owners may use the Club Property without acquiring a membership in the Club pursuant to the Club's Membership Plan Documents and paying the membership contribution or membership deposit, and dues, fees and charges established by Tesoro Club, LLC or the Club from time to time.

(4) That any entry upon the Club Property without permission of Tesoro Club, LLC may be deemed a trespass and each Owner shall refrain from, and shall cause all occupants of such Owner's Lot, their guests and invitees to refrain from any unauthorized entry upon the Club Property.

(5) That Tesoro Club, LLC may, but is not obligated to, assign to the Association the right to collect any or all Club Charges on behalf of the Club. In such case, the Association will collect all Club Charges on behalf of the Club. In such case, the Association will collect all Club Charges for a particular calendar month and remit same to the Club, together with a statement of accounts receivable itemized in reasonable detail and in such format as may be reasonably acceptable to Tesoro Club, LLC and the Association, setting forth the status of payment of each Club member, within ten (10) days following the end of the applicable calendar month. Tesoro Club, LLC shall have the right, at Tesoro Club, LLC's expense, upon reasonable notice to the Association to audit the Association's books and records relating to the collection of and remittance of the Club Charges. The Association shall, on behalf of Tesoro Club, LLC, take such actions to collect unpaid Club Charges as the Association customarily takes with respect to other delinquent assessments or other amounts owned to the Association by owners pursuant to the terms hereof and shall be reimbursed by Tesoro Club, LLC for all costs incurred by the Association for such action, within thirty (30) days of the Association's written request to Tesoro Club, LLC for such reimbursement.

(6) The Tesoro Club, LLC and its designees may add to, remove or otherwise modify the landscaping, tree and other features of the Club Property, including changing the location, configuration, size and elevation of bunkers, fairways and greens and constructing fences, and that neither Tesoro Club, LLC, the Club, Declarant, nor the Association, shall have any liability to Owners as a result of such modification to the Club Property.

(7) That no representations or warranties which are inconsistent with this Section, either verbal or written, have been made or are made by Declarant or the Association or by any person acting on behalf of any of the foregoing.

(g) Assumption of Risk and Indemnification. Each Owner by its purchase of a Lot expressly assumes the risks associated with the Club Property (regardless of whether the Owner is using the Club Property) and agrees that neither the Declarant, Tesoro Club, LLC, the Club, the Association nor any of their affiliates, successors and assigns or their respective members (in the case of limited liability company only), partners, shareholders, officers, directors, employees and agents nor any other entity designing, constructing, owning or managing the Club Property or planning or construction the Owner's Lot or Home shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution or other visual or audible offenses or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or Association Property to the Club Property, including, without limitation, any claim arising, in whole or in part, from the negligence of Declarant or any other entity designing, constructing, owning or managing the Club Property or planning or constructing the Owner's Lot or Home. Each Owner hereby agrees to indemnify and hold harm harmless the Declarant, Tesoro Club, LLC, the Club, the Association nor any of their affiliates, successors and assigns or their respective members (in the case of limited liability company only), partners, shareholders, officers, directors, employees and agents nor any other entity designing, constructing, owning or managing the Club Property against any and all claims by Owner's guests and invitees.

(h) The Club's Approval Rights. Tesoro Club, LLC shall have the right to disapprove actions of the Board and any committees which in its reasonable judgment materially and adversely affects the use of the Club, the Club Property or rights or obligation of the Club or Tesoro Club, LLC under this Declaration. This right may be exercised by Tesoro Club, LLC at any time within ten (10) days after the receipt by Tesoro Club, LLC of the notice of such proposed action. Any and all provisions relating to Tesoro Club, including, but not limited to, the provisions of this Article IV may not be amended without the written consent of Tesoro Club, LLC.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority to obtain insurance for insurable improvements on the Common Property owned by it, and on any Area of Common Responsibility, against loss of damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members or agents for damage or injury caused by the negligence of the Association and its Members for damage or injury caused by the negligence of the Association or any of this Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain many and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board. Any insurance obtained shall include such coverage, contain such deductibles provisions, and be in such limits as shall be determined by the Board. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership or Owners as a group, or relates to Common Property or the areas of Common Responsibility.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee for the respective benefited parties. Exclusive authority to adjust losses under policies in force on the Common Property and obtained by the Association shall be vested in the Association's Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

It shall be the individual responsibility of each owner at his own expense to provide, as he sees fit, public liability, property damage, title and other insurance with respect to his or its own property. In the event of damage or destruction by fire or other casualty to any property subject to his Declaration or the improvements thereon, and in the further event that the Owner responsible for the repair and replacing of such property elects not to repair or rebuild such Owner shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such property in a clean, orderly, safe, and presentable condition. Should such Owner elect to repair or rebuild such property or other improvements thereon, such Owner shall repair or rebuild in accordance with the stands to which the improvements were originally constructed and in accordance with all applicable standards, restrictions and provisions of this Declaration and all applicable zoning, subdivisions, building, and other governmental regulations. All such work or repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion in accordance with the applicable provisions of Article IX, Section 18.

ARTICLE VI.
CONVENANT FOR ASSESSMENTS

Section 1. General.

(a) **Creation of the Lien and Personal Obligation of Assessments**. Each Owner by acceptance of a deed to any Unit included in the Properties, whether or not it shall be so expressed in any such deed or other conveyance, any Owner who provided written consent to create and establish this Association and be subject to this Declaration, and/or any purchaser at a judicial sale, shall be deemed to and does covenant and agree to abide and accept the terms of this Declaration in its entirety. As part of that covenant and agreement to abide by the Declaration, Each Owner agrees to pay to the Association: (i) annual assessments, (ii) special assessments and (iii) individual assessments. Said assessments shall be fixed established and assess to the Owners as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees, shall be an equitable charge and a continuing lien upon the Unit against which each such assessment is made from the date on which each assessment is due. Each such assessment, together with interest, late charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments that came due up to the time of transfer of title, and the grantee(s) shall take title to such property subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor. In the event of co-ownership of any Unit subject to his Declaration, all of such co-owners shall be jointly and severally liable for the entire amount due.

(b) **Exempt Property**. The following property now or hereafter subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(i) All existing and proposed Common Property; and

(ii) Any Units owned by Declarant during the time Declarant subsidizes its share of budget deficits in accordance with Section 10 below.

Except as set forth in this subsection, no Units in the Properties shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for payment of assessment by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Properties, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, the Areas of Common Responsibility, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board, including but not limited to:

(a) Payment of operating expenses of the Association;

(b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, and the costs of controlling and regulating traffic on the access ways and of providing security for the Properties.

(c) To pay all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association and the Common Property. Such taxes and assessments may be contested or comprised by the Association. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefited Unit, the value of the interest taxes levied directly against such community property should be of a nominal nature.

(d) Management, maintenance, improvement and beautification of landscaping and storm water drainage and retention features on Common Property and the Areas of Common Responsibility.

(e) Repayment of deficits previously incurred by the Association if any, in making capital improvements to or upon the Common Property or the Areas of Common Responsibility, and in furnishing services to or for the Owners or the Members of the Association;

(f) Repairs and maintenance of all streets and roadways situated upon the Common Property or the Areas of Common Responsibility, including but not limited to any public roadways for which the Association has accepted maintenance responsibility;

(g) Funding of appropriate reserves for future repair and replacement;

(h) Doing any other thing necessary or desirable in the judgment of said Association to keep the Properties, the Common Property, and the Areas of Common Responsibility neat and attractive, or to preserve or enhance the value thereof or to eliminate first, health, safety or other hazards, or which, in the judgment of said Association, may be benefit to the Owners or occupants of the Properties; and

(i) Operating, maintain, repairing and replacing the Common Property and Areas of Common Responsibility, including but not limited to any lakes, ponds, waterways, canals, lagoons, and harbors.

Section 3. Determination of Annual Assessments.

(a) **Operating Budget**. It shall be the duty of the Board, by majority vote at least thirty (30) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board pursuant to Subsection (b) below (the "Annual Assessments").

Additionally, it shall be the duty of the Board to include within the Operating Budget sufficient funds to remit payment for all maintenance and repair of the Dually-Utilized Common Property and Amenities. As more fully stated in Article VIII, Section 6, based upon the number of lots per association (256 lots in the Association and 117 lots in the Island of Ravello), the Association shall be responsible for one-third of the cost of repair and maintenance of the Dually-Utilized Common Property and Amenities.

(b) **Capital Budget for Reserves**. The Board shall annually prepare a capital budget for reserves which shall take into account the number of nature of replacement assets, the expected life of each asset, and the expected repair or replacements costs. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the project capital needs of the Association, as shown in the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget for reserves shall be distributed to each Member as an appendix to the operating budget.

(c) **Adoption of Budget**. The Board shall cause a copy of the budget and the projected assessment to be levied for the following year, broken down accordingly to the type of Unit to be delivered to each member prior to the end of the Association's fiscal year. The budget and the Annual Assessments shall become effective upon approval by the Board. In the event that the Board shall fail to propose a budget, then and until such time as a new budget shall have been approved by the Board, the budget in effect for the preceding year shall continue for the succeeding year. In additional to the general notice of Board meetings required to be given to all Members in accordance with Section 720.303, *Florida Statues*, written notice of the meeting at which the Board shall consider the approval of the budget shall be provided to all Members at least fourteen (14) days before the meeting. Such written notice must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on the Properties or broadcast on closed-circuit cable television not less than fourteen (14) days prior to the meeting.

(d) **Allocation of Assessments**. Each Unit shall be responsible for its allocable share of the Net Assessments, which shall be uniform throughout the Association. However, Owners who own a Unity of Title Unit shall be levied assessments based upon the on the amount of Lots combined into a Unity of Title Unit. For example, an Owner of a Unity of Title Unit that successfully combined two Lots with a recorded Unity of Title and received a building permit to construct one single family house shall be levied 1.5 times the regular allocable share of the Net Assessments (i.e., 1 for the first Lot + 0.5 for the second Lot combined).

Section 4. Special Assessments.

(a) **Special Assessments**. In addition to the Annual Assessments established pursuant to Section 3 hereof, the Board, subject to the notice requirements set forth in subsection(s) below, may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property or any Area of Common Responsibility, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted Annual Assessments, or for any other use or purpose deemed desirable or appropriate by the Board (the "Special Assessments").

(b) **Individual Assessment**. The Association, subject to the notice requirements set forth in subsection (c) below, may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that owner's failure to maintain its Unit pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to any Common Property or any Area of Common Responsibility caused by any Owner or its tenant or invitee, or for any other purpose permitted by this Declaration (the "Individual Assessments"). Individual Assessments shall be due and payable within thirty (30) days after written notice from the Association.

(c) **Notice of Assessment**. In addition to the general notice of Board meetings required to be given to all members in accordance with Section 720.303, *Florida Statutes*, written notice of the meeting at which the Board shall consider any special assessment or individual assessment shall be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that assessments will be considered at the meeting and the nature of the assessments. Such written notice must be mailed, delivered or electronically transmitted to the Members and posted conspicuously on the Properties or broadcast on closed-circuit cable television not less than fourteen (14) days prior to the meeting.

Section 5. Date of Commencement of Assessments: Initial Annual Assessments: Due Date and Previous Association. Because this is the Second Amended and Restated Declaration, the assessments for each Lot have already commenced and are ongoing. No adjustments are required. However, the Initial Annual Assessments for each Unit in each Additional Property shall be set forth in the pertinent amendment.

Annual Assessment shall be due in advance, on or before commencement of the fiscal year for which imposed: provided, however, the Board shall have the discretion to collect Annual Assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any Annual Assessments upon default in the payment of any installment thereon.

The amount of the Annual Assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the Annual Assessments provided for in Section 3 hereof as the remaining number of months in that year bears to twelve (12). The same reduction in the amount of the assessment shall apply to the first assessment levied against any Additional Property annexed at a time other than at the beginning of an assessment period.

Any assessments levied prior to the recording of this Second Amended and Restated Declaration by the Association shall remain valid and enforceable by the Association. If any assessment originally levied and/or charged by the Association is still due and owing at the time this Declaration has been recorded, the Owner shall be subject to the consequences listed in Article VI, Section 8 below as well as subject to the collection of past due assessments prior to the recordation of this Second Amended and Restated Declaration.

<u>Section 6.</u> Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid. The Board shall have the discretion to charge a fee for preparation of this certificate.

<u>Section 7.</u> Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, the such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board, at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns and successors in title. The personal obligation of the then Owner to pay such assessment, however shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumptions shall relieve any Owner personally obligated for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest of eighteen percent (18%) from the date due, at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal or in any bankruptcy proceedings, and the said costs of collection shall be recoverable whether or not suit be brought. Specifically, a late fee of $25.00 shall be assessed for any payments that are not paid within ten (10) days after the due date. Additionally, if a Claim of Lien must be filed to collect on the delinquent account, a fee in the amount of $500 shall be assessed upon the filing of said Claim of Lien. Moreover, a fee in the amount of $1,000 shall be assessed should the Association be required to send an Owner a Notice of Intent to Foreclose pursuant to Fla. Stat. § 720.3085(5) for Owner's delinquent account.

The Association shall suspend the voting rights of an Owner of a Unit for the nonpayment of regular Annual Assessments that are delinquent in excess of ninety (90) days. Also if a member is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the parcel. Suspension does not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. All suspensions imposed pursuant to this paragraph must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.

Section 8. Subordination. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Unit in the Properties and held by a commercial or savings bank, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender or any combination of any of the foregoing entities; provided, however, that a sale or transfer, of any Unit pursuant to a decree of foreclosure or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Unit from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the Properties subject to assessment.

Section 9. Assessments for Cost of Surface Water Management System. The Association shall be responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the Surface Water Management System, in accordance with Article XI hereof, and for any maintenance of the conservation areas which may be necessary.

Section 10. Subsidies. So long as Declarant pays the subsidy called for in this Section 10, Declarant shall be exempt from the payment of any assessments with respect to Properties subject to Declaration that are owned by declarant. Declarant covenants and agrees that, until not later than when the Declarant's membership in the Association ceases to exist, (excluding the cost of funding deferred maintenance and reserve accounts) after levying and payment of assessments due from Owners other than Declarant pursuant to assessments levied by the Board pursuant to this Declaration. The foregoing to the contrary notwithstanding, Declarant shall not pay more than the assessments that Declarant would have been required to pay if the Declarant owned Units and potions of the Properties that were to exempt. At any time, Declarant shall be entitled to terminate by written notice to the Association. Declarant's obligation to pay the operating deficits of the Association. Following termination or expiration of Declarant's subsidy obligations under this subparagraph, Declarant shall pay the applicable per-Unit assessment for each then assessable Unit or portion of Properties then owned by Declarant prorated for the year in which such payment commences.

Section 11. Notice Procedures for Proposed Sale Of Lot(s). In the event of a proposed sale of a lot by an Owner and excluding any sale of transfer pursuant to a decree of foreclosure or pursuant to any proceeding in lieu of foreclosure, Owner shall promptly notify the Association in writing of the proposed sale within five (5) days after executing a purchase and sale agreement and provide the name and address of the proposed purchaser and the estimated closing date for the transaction. The Association shall furnish to Owner and the proposed purchaser a certificate in writing setting forth whether the assessments have been paid (a reasonable fee may be charged for this certificate). In addition, the Association shall furnish to the proposed purchaser a copy of the master declaration and any amendments. As a condition to the issuance of the aforementioned certificate and providing the Association documents, the Association shall be entitled to charge a fee from the owner for processing any proposed sale or transfer of a lot and such fee shall be in an amount established by the Board from time to time in its sole discretion. In the event that there are unpaid assessments owed by Owner, the Association shall be entitled to exercise all rights and remedies available to it for collection of the assessments as set forth in Section 8 of Article VI hereof. Owner's failure to pay all unpaid assessments and accrued interest thereon, if any, before the closing of the sale of a lot may result in the suspension of certain rights and privileges provided to the new owner to the extent permitted by applicable law. The Association may delegate it obligation to furnish such certificate and its right to collect the fee for providing such service to a management company hired by the Association.

ARTICLE VII.
ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except as otherwise expressly provided in this Declaration, all lands and improvements in the Parties are subject to architectural and environmental review. This review shall be in accordance with this Article VII and the Planning Criteria described below. No site work, landscaping, utilities extension, drainage improvements, paving, parking areas, construction, fence, wall or any other physical or structural improvement, (including without limitation, the construction or installation of sidewalks, driveways, docks, parking lots, mail boxes, decks, patios, courtyards, greenhouses, awnings, walls, fences, exterior lights, garages, guest or servant's quarters, or other outbuildings, screen enclosures, television or radio antennae, satellite receiving dishes and equipment, swimming pools, tennis courts, playhouses, swing sets, basketball courts, standards and/or backboard or any other recreational devices or equipment) nor shall any exterior addition to or change or alteration to the exterior of any existing structure or improvement be made (including, without limitation, painting or staining of any exterior surface or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained unless and until the plans or specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, material and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvement or changes, shall have been submitted to and approved in writing by the Architectural Control Board "ACB") as to consistency with the Development Plan and the Ravello Architectural

Review Guidelines (collectively, "Planning Criteria"). Harmony of exterior design and materials and location in relation to surrounding structures, and as to drainage features and topography. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that owner deems appropriate or desirable.

Section 2. **ACB.** The ACB shall promulgate and revise from time to time the Planning Criteria for the Properties which shall, at a minimum, be consistent with the regulations of governmental agency with jurisdiction to regulate the planning, construction and development of any Properties. The ACB shall determine the fees and fines for violations of the Planning Criteria which shall be set forth in the Planning Criteria. In addition, the ACB shall be responsible for administering the Planning Criteria and determining the fees and fines designated therein. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Properties, and to all Owners and prospective Owners. The Planning Criteria may include any and all matters considered appropriate by the ACB not inconsistent with the provisions of this Declaration, including, without limitation, minimum square footage requirements for Units, construction deposits in amounts required by ACB to ensure repair and replacement of damage resulting from construction activities, and fines for violations if the Planning Criteria on the terms of this Article VII. Different Planning Criteria may be adopted and enforced for improvement in different portion of the Properties. In the event of a conflict between the Planning Criteria and this Master Declaration, the terms and provisions of this Master Declaration shall control.

Declarant hereby reserves to itself, so long as Declarant owns any lands subject to this Master Declaration, the right to appoint all members of the ACB. Thereafter, the membership of the ACB shall be determined by the Board. The ACB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Properties. Declarant may at any time assign in writing powers of removal or appointment to any entity or person, subject to such terms and conditions as Declarant may choose to impose. A majority of the members of the ACB shall constitute a quorum for transacting business, and the concurrence of a majority of the members of the ACB shall be required for any decisions of the ACB. The conclusion and opinion of the ACB shall be binding. The ACB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. If in its opinion, for any reason, including purely aesthetic reasons, the ACB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria or the Development Plan, such alteration or improvement shall not be made.

The members of the ACB may, but need not, receive compensation for services rendered, in addition to reimbursement for expenses incurred by them in the performance of their duties hereunder as determined by the Board from time to time pursuant to this Section 2.

The ACB shall meet from time to time as necessary to perform its duties hereunder. The ACB may from time to time, by resolution unanimously adopted in writing, designate an ACB representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the ACB, except the granting of variances, if applicable, pursuant to Article VII, Section 5 hereof. In the absence of such designation, the vote of any two (2) members of the ACB shall constitute an act of the ACB.

Section 3. Approval or Disapproval: Featured Builder List. All plans specifications shall be prepared by a Florida licensed or certified architect or engineer, said person to be employed by and at the expense of the Owner making the application. Additionally with respect all Lots located in Ravello, all plans and specifications for the construction of a residential dwelling unit (a "Home") or other improvement provide evidence that the applicant is utilizing a builder that has been approved by the Declarant and included on the "Featured Builder List" by Declarant from time-to-time in its sole, absolute, and undeterred discretion, as a condition to the commencement of construction of any improvements on a Lot located in Ravello. For purposes of this Article, improvements shall include, but not limited to, all structures or artificially created conditions and appurtenances thereto of every type and kind located within Ravello, including, but not limited to, buildings, walkways, berms, fountains, sprinkler, pipes, gatehouse, roads, driveways, fences, retaining walls, underground footers and other foundation supports, stairs landscaping, hedges, plantings, poles, swings, tennis courts, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs site walls, gazebos, benches, mailboxes decorative street lights and signs.

Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ACB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape height, style and appropriateness of the proposed structures of the proposed structures or altered structures, the material used therein, the planting, landscaping, size, height or location of vegetation on the property, or because of its reasonable dissatisfaction with any or all other matter or things which, in the reasonable judgment of the ACB, will render the proposed item of improvement inharmonious or out of keeping with the general Development Plan or the Planning Criteria. Three (3) sets of plans, specifications and plot plans, and one (1) additional electronic copy of such plans, specification and plot plans to be maintained in the ACB records, shall be submitted to ACB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from a member of the ACB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after the receipt of complete plans and specifications by the ACB. If the ACB fails to respond to any complete initial submittal or re-submittal of any of the above-described plans and/or specifications (or a portion thereof) within the time period specified in this provisions, Owner may give to the ACB notice of such failure to respond (specifically citing this Declaration and this provision) stating that unless the ACB responds within ten (10) day period, the ACB shall be deemed to have approved the proposed plans (or portion thereof) as last submitted, provided that the same area in conformance with the restrictions imposed by the Declaration and any previous submissions of any plans which have been approved by the ACB. The ACB approval or disapproval, as required by this Declaration, shall be in writing. Whenever the ACB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. All submitted plans shall be retained by the ACB. The approval of the ACB of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the ACB of its rights to object to any of the features or elements embodied in such plans or specifications if or when the same features or elements are embodied in any subsequent plans or specifications submitted.

The ACB shall establish fees sufficient to cover the expense of reviewing plans and related data and to compensate any consultants retained in accordance with the terms hereof. The ACB may retain consulting architects, management companies hired by the Association, landscape architects, engineers, urban designers, inspectors, attorneys and other professional to assist in the review of any application, and the RB may charge any reasonable fees incurred for such assistance to the applicant. The ACB may also collect from the applicant, prior to the commencement of any work, a deposit in an amount established by the Board from time to time in its sole discretion, which shall be refundable in its entirety to the applicant upon applicant having commenced construction on a plan approved by the ACB as well as having complied in a satisfactory and timely manner with the requirements of this Declaration. The ACB shall be empowered to retain such portion of said deposit as it, in its sole discretion, shall deem appropriate as penalty for applicant's failure to fulfill such requirements either completely or in a timely fashion. Said deposit may also be retained as compensation for any damage that the applicant's construction may have caused to adjacent property. All applicants shall remain responsible for said damage to the extent that retained deposit does not fully cover said damages.

In addition to the fees and deposits provided in this Declaration, the ACB shall collect the sum of four hundred and fifty dollars ($450.00) from all applicants requesting ACB review and approval of plans for the construction of a residential dwelling unit on a Lot located in Ravello. Such sum shall be collected by the ACB prior to ACB approval of the plans at the point in the review and approval process that the ACB deems appropriate. The purpose of the payment established in this paragraph is to encourage the installation of natural gas appliances in residential units constructed on Lots located in Ravello. The ACB shall deposit the four hundred and fifty ($450.00) in an escrow account and such funds shall remain in the escrow account until the City of Port St. Lucie issues a certificate of occupancy for the dwelling unit. If a gas water heater and at least one additional gas appliance have been installed in the dwelling unit at the time of issuance of a certificate of occupancy, escrowed funds in the amount of four hundred and fifty dollars ($450.00) shall be returned to the applicant. If a gas water heater and at least one additional gas appliance have not been installed in the unit at the time of issuance of a certificate of occupancy for the unit, upon the issuance of a certificate of occupancy, escrowed funds in the amount of four hundred and fifty dollars ($450.00) shall be paid to the Association.

Declarant, Association or the ACB shall provide a list of Featured Builders to all Owners of Lots located in Ravello. To qualify as a Featured Builder, a builder (including Owners who intend to construct their own home) must satisfy certain criteria and requirements established by Declarant and Association. Owners who intend to construct their own home on a Lot located in Ravello must apply to be put on the Featured Builder List and subsequently be approved before commencement of construction. The Featured Builder applicant must agree to and sign a Homebuilding Royalty Agreement with Declarant before officially becoming a Featured Builder. Additionally, an applicant who agrees to become a Featured Builder accepts all the rights, privileges, obligations and responsibilities outlined in VR Preserve Development's Homebuilding Royalty Agreement. However, the criteria and requirements established by Declarant for a builder to qualify as a Featured Builder are not solely for Declarant's protection and benefits and are not intended to, and shall not be construed to, benefit any Owner or any other party whatsoever. Declarant makes no representation, express or implied, in any Owner or any other party whatsoever with regard to the Featured Builders including, without limitation, the existence, nature and extent (including coverage amounts and deductibles) of insurance policies that may be maintained by the Featured Builders from time to time, the solvency of financial status of the Featured Builders from time to time, the nature and amount of any bonds that may be maintained by the Featured Builders from time to time, the performance (or the ability to perform) by the Featured Builders of their contractual obligations (including any contractual obligations of any of the Featured Builders with the building codes and other requirements, rules, laws and ordinances of federal, state and local governmental and quasi-governmental bodies and agencies relating to the construction of Improvements on the Lots and other activities engaged in by the Featured Builders from time to time, the sue of any substance or material, including without limitation, any stucco or synthetic material by the Featured Builders in connection with the construction of Improvements, the compliance by any Featured Builder with any licensing requirements imposed by federal, state and local governmental and quasi-governmental bodies and agencies from time to time, including, without limitation, the maintenance of any required builder's and/or contractor's license, and the failure or alleged failure of any Featured Builder to comply with any industry standard or any other reasonable standard or practice with respect to such Featured Builder's work or materials used in the construction of houses and other activities engaged in by such Featured Builder with Ravello. Furthermore, neither Declarant, Association, nor the officers, directors, members, employees, agents or affiliates of Declarant or Association, shall have any responsibility whatsoever for any sum that any Owner or any other party may deposit with a Featured Builder, including without limitation, any earnest money or the deposit that any owner may deliver to a Featured Builder. The selection of a Featured Builder by an Owner shall be conclusive evidence that such Owner is independently satisfied with regard to any and all concerns such Owner may have about the Featured Builder's work product and/or qualifications. Owners shall not rely on the advice or representations of Declarant, Association or the officers, directors, members, employees, agents or affiliates of Declarant or Association in that regard. The provisions of this subsection shall automatically terminate and be of no force or effect on such date as Declarant no longer owns any property described in Exhibit "C" to this Declaration. Until then, the Declarant shall have the right to disapprove actions of the Board and/or Association which in its reasonable judgment materially and adversely affects its establishment, enforcement, and furtherance of the "Featured Builder List" and Featured Builder program detailed in this Section. This right may be exercised by the Declarant at any time within twenty (20) days after the receipt by Declarant of the notice of any such proposed action. Any and all provisions of this Article VII, Section 3 may not be amended without first obtaining the written consent of the Declarant. Additionally, the Board and/or Association may not amend, change, alter, modify, or delete any rights, privileges, benefits, and immunities provided for by the Featured Builder List, the Featured Builder Program and/or the Homebuilders' Royalty Agreement enjoyed by the Declarant without first obtaining the written consent of the Declarant. Declarant and Association's approval hereunder of any builder shall not be construed as approval or certification of the competency of the builder or adequacy of the improvements built by such builder, it being agreed that owner shall hold Declarant and Association harmless from all claims and liabilities arising from use of the builder.

Additionally, with respect to Lots in Ravello and all plans and other specifications for the construction of a residential dwelling unit (a "Home") or other improvements shall provide evidence that the applicant is utilizing a builder (including an Owner who intend to construct their own home) that has been approved by the Declarant and the Association and included on the "Featured Builder List" promulgated by Declarant and the Association from time-to-time in its sole, absolute, and unfettered condition to the commencement of construction of any improvements on a Lot located in Ravello.

Section 4. **Violations.** The work approved must be performed strictly in accordance with the plans, specifications and plot plans, as submitted and approved. If after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ACB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ACB having been obtained as required by this Declaration. Following approval of any plans and specifications by the ACB, the representatives of the ACB shall have the right during reasonable hours to enter upon and inspect any property or improvements with respect to which construction is underway within the Properties to determine whether or not the plans and specifications thereof have been approved and are being complied with. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor or purchasers and encumbrances in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such noncompliance executed by any member of the ACB shall appear of record in the office of the Clerk of the Circuit County of St. Lucie County, Florida or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ACB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications does not violate the provisions of this Declaration. The approval of the ACB of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the ACB of its rights to object to any of the features or elements embodied in such plans or specifications if or when the same features or elements are embodied in any subsequent pans or specifications submitted.

Section 5. Variances. The ACB may authorize variances from compliance with any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ACB and shall be effective upon delivery to the Owner. If such variances are granted, no violation for this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Until and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Unit, including but not limited to zoning ordinances and setback requirements imposed by St. Lucie County.

Section 6. Waiver of Liability. Neither Declarant, the ACB, any member of the ACB, the Association or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees; by submission of such plan and every Owner or occupant of any Unit agrees, by acquiring title thereof or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Properties and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof complies with, or is not in violation of, any applicable laws, ordinances, requirements, codes, rules or regulations. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a lawful, safe, good and workmanlike manner. Declarant, the Association, ACB, or any agent or consultant thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ACB, or for any structural or other defect in any work done according to such plans and specifications.

Section 7. Enforcement of Planning Criteria. The Declarant and the Board shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the planning criteria and the decisions of the ACB and they shall have all remedies available at law and in equity, including without limitation action to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred during pretrial, trial, on appeal, or in any bankruptcy proceedings, whether or not judicial proceeding are instituted, shall be collectible from the violating Owner. In addition, should any owner fail to comply with the requirements hereof after thirty (30) days written notice, Declarant and the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions there of or the Planning Criteria, and charge the cost thereof to the Owner. Declarant and the Association or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Unit for any trespass or damages or injury to the property or person unless cause by negligence or intentional wrongdoing.

Section 8. Term of Approval. Approval by the ACB shall be effective for a period of nine (9) months from the date the approval is given, or deemed given pursuant to this Article VII, Section 3. If construction has not commenced within the said nine (9) month period, the approval shall have expired and no construction shall thereafter commence without the ACB's written renewal of such prior approval which renewal may contain additional conditions or which the ACB may require the Owner to submit to the ACB for review as a new submission pursuant to this Article VII.

Section 9. Construction Requirement.

(a) **Approved Plans.** Construction and completion of any and all improvements on a lot, including any Home, shall be performed and completed by Owner at its sole cost and expense in substantial conformance, in all material respects, with the plans approved by the ACB ("Approved Plans"), and, for those improvements located on a Lot located in Ravello only, by a builder on the Featured Builder List.

(b) **Completion of Construction.** For purposes of this Section, "Completion of Construction" shall have occurred only upon the satisfaction of the following conditions: (i) the improvements, including, without limitation, all equipment, fittings and fixtures and all exterior painting, landscaping, patios and driveways required to be installed pursuant to the Approved Plans, shall have been substantially completed and installed in substantial conformance in all material respects, with the Approved Plans therefore, as certified by the architect, engineer or architectural or engineering firm responsible for the creation of the approved Plans; (ii) permanent certificate(s) of occupancy for the

Improvements shall have been issued by the appropriate governmental authorities to Owner, and a copy thereof delivered to Declarant, and all other certificates, licenses, permits, authorizations, consents and approvals necessary for the full use and occupancy of the improvements for their intended purposes shall have been issued by the appropriate governmental authority to Owner, and a copy thereof delivered to Declarant a written certificate from its architect or engineer (the "Completion Certificate") to the effect that the construction of the Improvements, including without limitation all equipment fittings and fixtures required to be installed pursuant to the Approved Plans, have been substantially completed and installed in substantial conformance, in all material respects, with the Approved Plans and in accordance with all applicable laws relating to the construction of the Improvements, and that direct connection has been made to all abutting public utilities (including water, electricity, storm and sanitary sewer and telephone).

(c) **Commencement of Construction.** For purposes of Section 8 above and this Section "**Commencement of Construction" or any other related term or phrase** shall mean that (a) a building permit has been issued for the Home and/or improvements by the appropriate jurisdiction; (b) construction for the Home and/or improvements has physically commenced beyond site preparation; and/or (c) the Home's foundation has been inspected.

(d) **Repurchase.**

(i) Declarant shall have the right to repurchase (**"Repurchase"**), unless specifically waived or modified in writing by Declarant, any Lot upon the Owner's failure to attain Completion of Construction with respect to the home on the Lot within eighteen (18) months after Commencement of Construction.

(ii) Such time period for Completion of Construction may be extended by Declarant in its sole discretion with respect to any unimproved lot by recorded instrument or contract. In the event that Declarant exercises its right to repurchase an Unimproved Lot due to failure to timely attain Completion of Construction in accordance with this section, the repurchase price ("**Repurchase Price**") shall equal eighty percent (80%) of the purchase price received by Declarant upon the transfer of the Unimproved Lot of the Owner by Declarant ("**Initial Transfer**") plus the actual cost of improvements made to such Lot by or on behalf of submitted to Declarant and shall not include any interest charges, other loan fees or carrying charges, costs associated with the repurchase, attorneys' fees, personal expenses of Owner or it successors-in-title. In order to exercise its Repurchase rights under this subsection (the "**Exercise**"), Declarant shall deliver its written notice of Exercise to Owner, together with Declarant's calculation of the Repurchase Price. Such notice shall be given no later than ninety (90) days following the expiration of the eighteen (18) month period to achieve Completion of Construction. The failure of Declarant to exercise its right to repurchase because of an Owner's Construction. The failure of Declarant to exercise its right to repurchase because of an Owner's failure to timely achieve Completion of Construction shall not be deemed a waiver of Declarant's right to repurchase. The failure of Declarant to insist upon strict compliance by an Owner with the time frames set forth in this Subsection or to exercise its right to Repurchase against an Owner shall not be deemed a waiver of Declarant's right to Repurchase against any other Owner.

(iii) The closing on the Repurchase pursuant to this subsection shall take place within thirty (30) days of the Declarant's notice above. Owner shall transfer the Lot by a deed in the same form (including warranties) and containing only those title exceptions as were contained in the original deed executed by Declarant upon the Initial Transfer. Owner shall be obligated to pay any and all outstanding assessments or other charges due and owning under this Declaration and shall cure or cause to be cured all title defects or exceptions not existing at the time of the Initial Transfer. Real Estate Ad Valorem taxes and prepaid assessment shall be prorated as of the date of closing. All expenses related to any such repurchase shall be paid by the Owner. In the event that there are insufficient closing proceeds to cover all of the Owner's obligations pursuant to this Declaration (the unpaid amounts hereinafter, the "**Deficiency**", are not paid from the closing proceeds and to obtain a recorded judgments against the Owner in the amount of the Deficiency which amount shall hear interested from the date of closing until paid.

(iv) Declarant's Repurchase rights under this subsection are subordinate and junior to all rights of institutional mortgagees. Declarant shall have no right of Repurchase in the vent of a foreclosure or proceedings in lieu of foreclosure; however, upon the transfer of title to the Home as a result of such foreclosure or proceedings in lieu of foreclosure, the Home will be subject to all of the provisions of this Declaration, including the provisions of this subsection. Notwithstanding anything herein to the contrary, upon the earlier to occur of: (i) the issuance of the final certificate of occupancy by the controlling governmental authority with respect to a the Home, or (ii) ten (10) years after the date this Declaration is recorded in the Public Records, the Declarant's right to Repurchase provided for in this subsection shall expire and be of no further force or effect.

(e) **Violation**. If the Declarant should decide to waive its Repurchase right as outlined in Article VII, Section 9(d), the Association may establish and levy reasonable fines (including, but not limited to, the loss of any and all deposits made to the Association and/or ACB pursuant to Article VII, Section 3 of the Declaration) for Owners who fail to attain Completion of Construction with respect to the home on the Lot within eighteen (18) months after Commencement of Construction.

Section 10. Exempt Property. In addition to other exemptions provided herein, the provisions of this Article VII of this Declaration shall not apply to any property within the Properties owned by the Declarant. Accordingly, the design construction, installation and placement of any buildings, landscaping, parking, docks, marinas and other improvements located on any portion of the property owned by Declarant within the Properties shall be exempt from compliance with the provisions of this Article VII. The Declarant reserves the right to exempt all or portions of any Additional Property from all or certain provisions of this Article VII, in its sole discretion and such election by the Declarant shall in no way affect the portion of the Additional Properties subject to his Article VII and not exempted by the Declarant.

Section 11. Additional Declarant and Builder Exemption. Declarant and builders plan to undertake the work of constructing Homes and improvements upon the Properties and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of that work and the sale, rental and other transfer of Homes is essential to the establishment and welfare of Tesoro Preserve as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the owners, the association, nor the ACB shall do anything to interfere with Declarant's and/or builder's activities. For purposes of this section, "builder" shall mean a person or entity who in its normal course of business purchases a portion of the Properties for the purpose of construction hereon a residential structure for sale or means a person or entity who in its normal course of business constructs a residential structure on a portion of the Properties for the purpose of resale to a person engaged in the business of constructing residential structures for sale, and who is so designated by Declarant.

ARTICLE VIII.

EXTERIOR MAINTENANCE

Section 1. Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair or Lots and Units shall be the responsibility of the Owner of such Lot or Unit. The Owner of such Lot shall keep and maintain all improvements, lawns, landscaping, and grounds, and all storm water drainage and retention facilities located on and serving to drain its Unit, in good and presentable condition and repair consistent with the approved plans and specifications therefore.

Except to the extent performed by the Association, each Owner shall landscape, irrigate, mow, trim and other maintain in good and presentable condition the areas lying between the boundaries of that Owner's Unit and the waterline of any lake, canal, lagoon or pond located more than fifty (50') feet of the nearest boundary of that Owner's Unit. Each Owner shall be obligated to pay for the costs incurred by the Declarant and the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

The Association shall have the right to provide exterior maintenance upon any Unit and improvements thereon in the Properties in the event of default by an Owner in its duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's Unit, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Except in the event of an emergency, prior to commencement of any maintenance work, the Board must furnish fifteen (15) days prior written notice to the relevant Owner at the last address listed in the Association's records notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the benefited Owner(s). Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Unit and the exterior of improvements located thereon, or to hire personnel or contractors to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the association detracts from the overall beauty and setting of the Properties. Declarant and the Association, or their agents or employees, shall not be liable to any Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected Unit or any improvements thereon unless caused by negligence or intentional wrongdoing.

Section 2. Maintenance of Common Property. The Association shall be responsible for the maintenance, ownership, control and repair of the Common Property and Areas of Common Responsibility, and all improvements thereon or within the Association Property (save and except for all boardwalks and boats docks located on Common Property contained within a Lot, if any, which improvements shall be solely maintained by the applicable Owner thereof). Specifically:

(A) It shall be the affirmative duty of the Association at all times to keep and maintain the conservation areas or any preservation areas, if any.

(B) It shall be the affirmative duty of the Association at all times to keep and maintain the improvements, lawns, landscaping, grounds, and storm water drainage and retention improvements located on and serving to drain Common Property made subject to its ownership or control in good and presentable condition and repair.

(C) It shall be the affirmative duty of the Association at all times to keep and maintain the roads, streets and other areas of improvements related thereto within the Common Property, including all private roads, if any, road shoulder, landscaped medians, trails, harbors, lakes, canals, lagoons, ponds, Surface Water Management System, parking lots, and other improvements situated within the Common Property signs, street lights, walks, sprinklers and other Improvements.

(D) It shall be the affirmative duty of the Association at all times to keep and maintain the landscaping, irrigation, easements and other improvements located on the Common Property.

(E) It shall be the affirmative duty of the Association at all times to keep and maintain the security systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of its said Properties and which are not maintained by a public authority, public service district, public or private utility, or other person.

(F) It shall also be the affirmative duty of the Association at all times to maintain as a Common Expense all storm water drainage and retention improvements and features located in the Properties or Areas of Common Responsibility.

(G) All other property, facilities, improvements or equipment located on the Common Property which the Board of Directors shall determine would properly serve and benefit the Members of the Association.

The Association shall not be liable for injury or damage to any person or property (i) caused by the elements or by any Owner or any other person, (ii) resulting from any rain or other surface water which may leak or flow from any portion of its Properties, or (iii) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility situated upon the said Common Property or Areas of Common Responsibility.

Section 3. Conservation, Preservation and Wetland Areas. It is acknowledged that the Common Property or portions of the Properties comprising Lots may consist of wetland areas which may contain special wetlands vegetation. With respect to any such wetlands areas, the Declarant will specifically be required to maintain such areas in conformance with all controlling governmental requirements and any affected Lot Owner will need to comply with these requirements as they relate to the Owner's use of their Lot. The Association and any applicable Lot Owner shall indemnify, defend and hold Declarant harmless from and against any liability that Declarant may have as a result of a Lot Owner's failure to comply with these requirements or the terms and provisions of the SFWMD Permit as they relate to the Owner's use of their Lot (including, without limitation, removal, destruction, unauthorized maintenance, or other modifications to special wetlands vegetation made on Owner's Lot).

The Association shall offset the cost of maintenance of wetland areas which may contain special wetlands vegetation by remitting one-third (2/3) the cost incurred by the Declarant. Furthermore, if Declarant enters into any agreement for the maintenance of any wetlands areas relating to the Properties, Declarant shall have the right to assign its duties and obligations with respect to such wetland areas to the Association, and the Association will be obligated to accept such assignment. The Declarant may, in its sole discretion and at any time after turnover of the Association to the Owners, require that the Owner-controlled Association and the Island of Ravello be responsible for and required to maintain wetlands areas in conformance with all controlling governmental requirements based upon the number of lots per association (256 lots in the Association and 117 lots in the Island of Ravello). The Association shall be responsible for two-thirds of the cost of repair and maintenance of the wetlands area and the Island of Ravello shall be responsible for one-third of the cost of maintenance of the wetlands area. Subsequently, the Association and any applicable Lot Owner shall indemnify, defend and hold Declarant harmless from and against any liability that Declarant may have as a result of the Association and/or the Island of Ravello's failure to properly maintain any wetlands areas as herein provided or any applicable Lot Owner's failure to comply with these requirements as they relate to the Owner's use of their Lot. The Declarant shall be responsible for the initial removal of exotic vegetation, initial wetland monitoring, any initial replanting, if necessary, and installation of markers/signs in the conservation areas; provided, however, that the cost thereof shall be an expense of the Association and assessed to the Owners as a Common Expense. All conservation areas, and the signs/markers identifying them, shall initially be maintained by the Declarant (and one-third cost being offset by the Association) and subsequently maintained by the Association and the Island of Ravello, as stated above, in accordance with the terms and provisions of the SFWMD Permit, this Declaration, and all amendments thereto.

Section 4. Assessment of Cost. The cost of the repair or maintenance required specifically of the Owner of a unit referred to in Sections 1 and 3 of this Article shall be assessed as an Individual Assessment against the Owner of the Unit upon which such maintenance is done or in the case of work performed on Common Property, against all the owners as a Common Expense. Said Individual Assessment shall be secured by a lien upon each such Owner's Unit and shall also constitute a personal obligation of each such owner. The Individual Assessment shall be collectable along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorney's fees, in the same manner as delinquent Annual Assessments.

Section 5. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Unit and the exterior of any improvements thereon during normal business hours on any day except Sundays and holiday, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

Section 6. Dually-Utilized Common Property and Amenities.

A. **Responsibilities.** The Association is located adjacent to a separate and distinct community, the Island of Ravello Property Owners' Association ("Island of Ravello"). The Association and the Island of Ravello share a number of common property and amenities that require regular maintenance and repair. Therefore, Association and the Island of Ravello shall jointly be responsible for the maintenance and repair of the Dually-Utilized Common Property and Amenities, and all improvements thereon. Specifically:

(i) It shall be the affirmative duty of the Association and the Island of Ravello at all times to repair and maintain the entrance area adjacent to SE Westmoreland Boulevard, including the guard house, landscaping, fertilization, irrigation, signs, lighting, walks, sprinklers, fountain and other improvements upon the Dually-Utilized Common Property on, about or around the entrance area.

(ii) It shall be the affirmative duty of the Association and the Island of Ravello at all times to repair and maintain the main street connecting SE Westmoreland Boulevard up until the gated entrance to the Association, otherwise known as SE Via Terra Bella, including landscaping (including trees), fertilization, irrigation, signs, lighting, walks, sprinklers and other improvements upon the Dually-Utilized Common Property.

(iii) It shall be the affirmative duty of the Association and the Island of Ravello to repair and maintain the nature trails throughout the entire community and development area.

(iv) Pursuant to Article VIII, Section 3, it shall be the affirmative duty of the Association and the Island of Ravello (unless the Association has not been turned over to its owners, then Declarant), to repair and maintain the wetlands areas, as described in Article VIII, Section 3.

(v) It shall be the affirmative duty of the Association and the Island of Ravello to purchase and maintain an insurance policy for the benefit of the entire community and development area.

Based upon the number of lots per association (256 lots in the Association and 117 lots in the Island of Ravello), the Association shall be responsible for two-thirds of the cost of repair and maintenance of the items listed in Article VIII Section 6. The Island of Ravello shall be responsible for one-third of the cost of maintenance of the items listed in Article VIII Section 6.

B. **Dually-Utilized Common Property and Amenities Subject to Separate Arrangement.**

(i) Via Bisento. SE Via Bisento is a roadway that runs adjacent to Lots 41-81 of Tesoro Preserve Plat No. 2, according to the plat thereof recorded in Plat Book 44, Page 15, and 15A through 15I of the Public Records of St. Lucie County, Florida. The Island of Ravello shall maintain the signs, lighting, walks, irrigation, landscaping and other improvements west of the middle of SE Via Bisento and shall also maintain the entirety of the cul de sac at the southern end of SE Via Bisento. The Association shall maintain the signs, street lights, walks, irrigation, landscaping and other improvements east of the middle of SE Via Bisento.

(ii) Westmoreland Main Entrance Gate. The Association and the Island of Ravello shall be equally responsible for the maintenance and repair of the front entrance gate adjacent SE Westmoreland Boulevard until December 31, 2019. On January 1, 2020, the Island of Ravello shall then decide whether to continue with the equally apportioned maintenance and repair cost or change it to the Island of Ravello being responsible for one-third of the cost and the Association being responsible for two-thirds. Additionally, the Island of Ravello shall be responsible for programming gate codes and gate access cards for both the Association and the Island of Ravello, issuance of gate access cards to residents of both Ravello and the Island of Ravello, and providing authorized third parties with access codes to both Ravello and the Island of Ravello as needed.

C. **Operating Budget for Dually-Utilized Common Properties.** It shall be the duty of the Association and the Island of Ravello at least thirty (30) days prior to the end of the fiscal year, to prepare and approve a budget covering the estimated costs of operating, repair and maintenance of the areas and items listed in this Section 6 during the coming year. One representative from the Association and one representative from the Island of Ravello will meet on a regular basis to structure the budget, review bids from vendors and third parties, and manage the operation, maintenance, and repair of the Dually-Utilized Common Property and Amenities mentioned in this Section 6. The two representatives, with proper authorization from their respective Boards of Directors, must both agree on the management and cost related to the operation, maintenance, and repair of the Dually-Utilized Common Property and Amenities. If one representative disagrees with the other regarding an expense(s), then he/she shall have the right to solicit new bids or service contracts within ten (10) days to find the best value. Any new bids or service contracts must be agreed upon by both representatives. The Island of Ravello shall submit regular invoices to the Association for its two-third share of the cost of maintenance of the items listed in this Section for payment. The Island of Ravello shall be responsible for remitting payment to third parties, vendors and other entities for work done to the Dually-Utilized Common Property and Amenities.

Section 7. Exculpation from Liability and Responsibility. It is contemplated that title to or easements for the roadways, water, sewer, irrigation, utilities and Surface Water Management System from the Properties have heretofore been, or hereafter may be granted, and conveyed by the Declarant to the Association. Following such conveyance, the Association shall, subject to the terms and conveyed by the Declarant to the Association, have sole and exclusive jurisdiction over the responsibility for the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the roadways, water, sewer, irrigation, utilities and Surface Water Management System within the Properties. Accordingly, each Owner, by the acceptance of a deed or other conveyance to his Unit, shall be deemed to have agreed that neither the Declarant, St. Lucie County, nor any other government agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the roadways, water, sewer, irrigation utilities and the Surface Water Management System for the properties, upon such conveyance to the Association and each such Owner shall be deemed to have further agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

Section 8. Hurricane Shutters. Declarant shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. Subject to the provisions of Article VIII, Declarant shall approve the installation and replacement of hurricane shutters conforming to the Declarant's specifications. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. An Owner or occupant who plans to be absent during all or a portion of the hurricane season must prepare his or her Home prior to his or her departure by (i) designating a responsible firm or individual to care for the Home should a hurricane threaten the Home or should the Home suffer hurricane damage and (ii) furnishing the Association with the name of such firm or individual. Such firm or individual shall be subject to the approval of the Association. Notwithstanding, and in addition to, the foregoing, the Association has a reasonable right of entry upon any Lot to remove or take down any hurricane shutters, or any wood or other exterior covering placed on a Home to protect such Home from a hurricane, that remain on a Home after the threat of the hurricane has ended.

ARTICLE IX.
MISCELLANEOUS COVENANTS

Except as may be otherwise set forth in this Declaration, the following covenants, conditions, restrictions and reservations shall apply with respect to the Properties.

Section 1. Compliance with Law. In addition to comply with plans and specifications approved by the ACB, all improvements constructed on a Unit shall be designed and constructed in compliance with all applicable laws, ordinances, codes, regulations and requirements of governmental authorities with jurisdiction over the Properties, including, without limitation, all applicable zoning, building codes, health and fire-safety codes and all requirements related to construction in flood hazard areas.

Section 2. Use of Units. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of Unit as an office an Owner or other occupant shall not be considered to be a violation of this covenant if such use is lawful and does not create regular customer, client or employee traffic. Lease or rental of a Unit for residential purposes shall also not be considered to be a violation of this covenant. The use of one or more Units by the Declarant, or its agents, as model homes is permitted shall not be considered to be a violation of this covenant.

Section 3. **Water Wells and Septic Tanks.** Subject to the terms of Article IV, Section 5, herein, no private water wells or septic tanks may be drilled, installed or maintained on the Properties. Shallow well pumps may be authorized by the ACB for air conditioning/heating and lawn and garden irrigation use, if tests indicate water is satisfactory. Any water from an Owner's authorized well pump that stains and/or damages Common Property must be repaired by the Owner. Wells that are damaged or require repair may not be utilized until such repair is made.

Section 4. **Landscaping.** Except to the extent performed by the Association, landscaping on each Unit and storm water drainage and retention features located on and serving only that Unit shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. Except to the extent performed by the Association, the Owner of each Unit abutting a body of water or any canal shall maintain the shoreline of said Unit free of debris and weeds consistent with applicable environmental regulations. All landscaped and grassed areas on each Unit shall be watered by means of automatic underground sprinkler system which shall be employed so as to keep all vegetation in excellent condition. Landscaping as approved by the ACB shall be installed prior to occupancy of the building improvements on each Unit.

Section 5. **Obnoxious or Offensive Activity.** No obnoxious or offensive activity shall be allowed upon the Properties, nor shall any use or practice be allowed which interferes with the peaceful possession and proper use and enjoyment of the Properties, nor shall any improper, unsanitary, unsightly, offensive or unlawful use be made of or condition or activity permitted on any Unit or improvements thereon or the Common Property, nor any part thereof, and all laws, zoning, ordinances, and regulation of all governmental bodies having jurisdiction shall be observed. The use, enjoyment and occupancy of the Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located here on affect the adjoining property or any portion or portions thereof; noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devises, except security and fire alarm devices used exclusively for such purposes, shall be located used or placed within the Properties, except as may be permitted by the ACB.

Section 6. **Rules and Regulations.** Rules and regulations promulgated by the Board as to the use and enjoyment of the Properties shall be observed by the Owners and occupants thereof. Such rules and regulations may supplement or clarify the terms of this Declaration or any provision, covenant or restriction contained in either. Copies of such rules and regulations hall be made available to each Owner prior to the time same become effective. Such rules and regulation shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation be specifically, overruled, canceled, or modified by the Board or in a regular or special meeting of the association by the vote of the Owners, in person or by proxy, holding majority of the votes cast. Written notice of any meeting at which amendments to the rules and regulation may be adopted, amended, or revoked must be mailed, delivered or electronically transmitted to the members and posted conspicuously on the Properties or broadcast on closed-circuit cable television not less than fourteen (14) days prior to the meeting. The written notice must include a statement that changes to the rules regarding the use of Units will be considered at the meeting.

<u>Section 7.</u> **Animals.** No animals, livestock, birds, poultry or reptiles of any kind shall be raised, bred, or kept by any Owner upon any portion of the properties except for a reasonable number of dogs, cats, birds or other usual and customary household pets kept in dwellings, subject to rules and regulations adopted by the Association, and any applicable St. Lucie County, Florida restrictions, and further provided that such pet or pets are kept maintained solely as domestic pets and not for any commercial purpose. For purposes hereof, numbers in excess of two (2) of each such type of household pet (other than aquarium-kept tropical fish) shall *prima facia* be considered unreasonable. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No exterior structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Properties, without the written consent of the board. Upon the written request of any Owner, the Board may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 7, a particular pet is an usual and customary household pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such pet from the Properties if such pet is found to be a nuisance or to be in violation of these restrictions. Each Owner shall be liable to the Association for the cost of repair of any damage to the Common Property caused by the pet of such Owner or of an occupant of such Owner's dwelling.

<u>Section 8.</u> **Garbage and Trash.** No trash, rubbish, debris, garbage or other waste material or refuge shall be placed, stored or permitted to accumulate on any part of the Properties except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed with an enclosure or concealed by means of a screening wall material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

<u>Section 9.</u> **Storage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board.

<u>Section 10.</u> **Vehicles.** Each Owner shall provide for parking of vehicles off streets and roads within the Properties. Except as otherwise specifically provided in this Declaration, no outside storage or parking upon any portion of the Properties of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use-pick-up trucks and sport-utility vehicles), commercial vehicles of any type (including, without limitation, cars or trucks with advertising signs or lettering), camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized go-cart, or any other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Association an except that currently licensed and operational boats or water crafts may be moored on any properly permitted doc belonging to a Lot Owner subject to such reasonable rules that the Board may adopt from time to time for dock and related boat moorings and subject to any applicable ACB criteria imposed on such doc pursuant to Article VII. No Owners or other occupants of any portion of the Properties shall repair or restore any enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Violators of the prohibitions contained in this Section 10 shall be subject to having their vehicles towed, at the Owner's expense, by or at the direction of the Association, and to the levy of fines by the Association in such amount as may be determined from time to time by the Board. Additional rules and regulation regarding use, repair and storage of vehicles in the Properties may be promulgated from time to time by the Board.

Section 11. **Temporary Structures.** No structure of a temporary character shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to (i) Declarant's, or its designated successors' and assigns' sales and construction activities or (ii) shelters or temporary structures used by the contractor during construction of permanent structures (provided such temporary shelters may not, at any time, be used as residences permitted to remain on the subject property after completion or construction). The provisions of this Section 11 shall not prohibit the erection of temporary structures for social functions as may be permitted by rules and regulations promulgated by the ACB.

Section 12. **Signs.** No signs, advertisements, billboards or solicitation or advertising structures of any kind shall be erected, modified or maintained within any windows, on the exterior of any improvements, or on the ground of any Unit, unless prior written approval of the ACB is obtained; provided, however, street numbers shall be permitted without prior written approval and this prohibition shall not apply to Declarant's, or its designated successors' and assigns' sales and construction activities..

Section 13. **Air Conditioning Equipment.** No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Properties unless approved by the Association in accordance with Article VII. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. Window air condition units are prohibited. The Association may impose stricter standards, with respect air condition equipment.

Section 14. **Drainage Structures.** No Person (other than Declarant or its successors and assigns), without the prior written approval of the Association and South Florida Water Management District, shall obstruct, alter or in any way modify the method and/or structures of drainage utilities or now or hereafter installed by Declarant or the Association, from, on and over any Unit, Common Property, or any Area of Common Responsibility; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 15. **Receiving and Transmitting Devices.** No televisions antenna, radio receiver, satellite receiving dish having a diameter in excess of twenty (2) inches, or other similar device shall be erected, attached to or installed on any portion of the Properties, unless contained entirely within the interior of a building or other structure or screened from view in accordance with architectural or landscaping standards adopted thereof by the ACB, nor shall radio or televisions signals, no any other form of electromagnetic radiation, be permitted to originate from any property within the Properties; provided, however, that Declarant, the Association and their designated successors, assigns and licenses, shall not be prohibited from installing equipment necessary for antenna, security, cable television, satellite receiving facilities, mobile radio, or other similar systems within the Properties, subject to any applicable laws or regulations.

Section 16. **Further Subdivisions.** No part of the Properties shall be further subdivided except as platted without the prior written consent of the Association.

Section 17. **Additional Restrictions.** Declarant, or its designated successors or assigns, may impose additional covenants and restrictions on property then owned by Declarant or its designated successor or assign, without the consent of any Owner or the Association. Declarant reserves the right to impose additional covenants, conditions and restrictions on Additional Properties owned by it pursuant to the Supplemental Declaration applicable to each such Additional Property.

Section 18. **Completion of Construction.** After commencement of construction of any improvements in the Properties, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof, but in all events, any Unit shall be completed, not later than eighteen (18) months from Commencement of Construction. The owner of the Unit on which improvements are being constructed shall at all times keep public and private streets contiguous to the Unit free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements. During construction, the owner shall require its contractors to maintain the Unit upon which such work is being done in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuge containers. Upon Completion of Construction, the Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Unit.

Section 19. **Excavation.** No clearing or excavation shall be made, except in connection with the construction, maintenance or repair of an improvement; and, upon completion thereof, exposed openings shall be back-filled, and disturbed ground shall be leveled graded and seeded, as provided on the approval plans for landscaping.

Section 20. **Changes in Development Plan.** No Owner shall seek directly or indirectly to change or amend any aspect of the Development plan for the Properties which such change or amendment would in any manner affect any part of the lands included in the Development Plan for the Properties, including but not limited to, any change in permitted density of development, permitted land use, storm water drainage requirements or otherwise, without prior written consent of Association.

Section 21. **Mailboxes.** No Mailboxes shall be permitted in the Properties unless and until approved by the ACB, and subject to such requirements as may be imposed by the ACB.

Section 22. **Clotheslines.** No clotheslines shall be permitted in the Properties. No clothing, rugs, or other unsightly or inappropriate item may be hung on any railing, fence, hedge, or wall.

Section 23. **Play Structures and Yard Accessories.** All yard accessories and play structures, including basketball backboards and any other fixed games, shall be subject to ACB review and prior approval.

Section 24. **Trees.** Unless located under or within ten (10) feet of a permitted improvement, no Owner (other than Declarant) may cut, remove or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above the ground level, or other significant vegetation as designated from time to time by the ACB, without obtaining the prior approval of the ACB; provided, however, that dead or diseased trees or other designated significant vegetation which are inspected and certified as dead or diseased by the ACB shall be removed promptly from any property by the Owner thereof. In the event of conflict between the provisions of this Section 24 and any laws pertaining to cutting and removal of trees and vegetation, the more restrictive of the two shall apply.

Section 25. **Garages.** No garage shall be converted to a living area without prior ACB approval.

Section 26. **Fences.** No fences shall be erected without prior ACB approval. No chain link fences shall be permitted.

Section 27. **Lights.** The design and location of all exterior lighting fixtures shall be subject to the approval of the ACB. Neither those lighting fixtures nor any other illumination devices, including but not limited to, holiday lighting displays and ornaments, located anywhere on the structures or grounds of any property shall be located, directed, or of such intensity to affect adversely, in the sole discretion of eth ACB, the night-time environment of any adjoining property.

Section 28. **Preservation and/or Conservation Areas.** **PRESERVATION AND/OR CONSERVATION AREAS DESIGNATED ON ANY PLATS OF THE PROPERTIES ARE SUBJECT TO THE FOLLOWING RESTRICTION: "ACTIVITIES THAT INTERFERE WITH THE NATURAL VEGETATIVE CONDITION OF THE PRESERVE OR CONSERVATION AREA ARE PROHIBITED WITHIN THE PRESERVE OR CONSERVATION AREA INCLUDING, WITHOUT LIMITATION, MOWING, FILLING, GRADING, CLEARING OF VEGETATION, PLANTING OF VEGETATION OR DISPOSAL OF YARD WASTE WITHIN THE PRESERVE OR CONSERVATION AREA."**

Section 29. **SFWMD Prohibited Activities.** In order to obtain issuance of the SFWMD Permit, Declarant hereby declares that the following activities shall specifically be prohibited on any mitigation, conservation or preservation areas or easements contained within the Property as covered by the SFWMD Permit:

(a) Construction or placing of building roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

(b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials

(c) Removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic vegetation in accordance with a SFWMD-approved maintenance plan;

(d) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to effect the surface;

(e) Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

(f) Activities detrimental to drainage, floor control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation, including but not limited to, ditching, diking and fencing;

(g) Acts or uses detrimental to such aforementioned retention of land or water areas;

(h) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological or cultural significance; and

(i) Use of any all-terrain vehicles, except if used performing maintenance pursuant to a SFWMD-approved maintenance plan.

Section 30. Garage Sales, Rummage Sales, Auctions or Similar Activities. Garage sales, rummage sales or similar sales shall be prohibited. Auctions of any kind whatsoever, including auctions for the sale of any personal property, real property, Lot, Home, or other property shall also be prohibited.

Section 31. Exempt Property. The Association reserves the right to exempt all or portions of any Additional Property from all certain provisions of this Article IX and such election by the Association shall not in any way affect the portion of the Additional Property subject to this Article IX.

Section 32. Timeshare or Interval Ownership Program. Association, in its discretion, may, subject to any requirements by any Governmental Authority, by amendment to this Master Declaration, subject certain Homes to a timeshare plan, fractional plan, exchange program or club, travel or vacation club comprised of a trust, corporation, cooperative, limited liability company, partnership, equity plan, non-equity plan, membership program, or any such other similar programs, structures, schemes, devices or plans of any kind, whereby the right to exclusive use of the Home rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. Such Amendment to this Master Declaration may include provisions applicable only to such Homes and Owners thereof, including but not limited to provisions governing houseguests, exchange of use rights, rental of Homes No timeshare plans, fractional plans, exchange programs or clubs, travel or vacation clubs comprised of a trust, corporation, cooperative, limited liability company, partnership, equity plan, non-equity plan, membership program, or any such other similar programs, structures, schemes, devises or plans of any kind (i) shall be created, established, operated or maintained with respect to the Properties or the Lots, (ii) shall acquire a Home or Lot or (iii) shall be permitted to incorporate a Lot into such entity, program, structure, scheme, device or plan, except by Association or except with the prior written authorization from Association, which authorization may be given or withheld in

Association's sole and absolute discretion, and which authorization shall be evidenced by an Amendment to this Master Declaration.

Section 33. **Security.** The Association may, but shall not be obligated to maintain or support certain activities within the Properties designated to make the Properties safer than it otherwise might be. Additionally, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD HARMLESS DECLARANT AND THE ASSOCIATION FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURANCE OF ANY CRIME OR OTHER ACT. NEITHER DECLARANT NOR THE ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GURANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR FOR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT, AND TENANTS, GUESTS AND INVITEES OF ANY MEMBER OR OWNER, ACKNOWLEDGE THAT NEITHER DECLARANT NOR THE ASSOCIATION NOR ITS BOARD, REPRESENT OR WARRANT THAT: (I) ANY FIRE PROTECTIN SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ASSOCIATION, OR THE ACB MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (II) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT, THE ASSOCIATION AND ITS BOARD, AND THE ACB ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION AND ITS BOARD, AND THE ACB HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY MEMBER, OWNER NOR OCCUPANT, NOR ANY TENANT, GUEST NOR INVITEE OF ANY MEMBER OR OWNER, RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 34. **Sod or Seed.** Each Owner of a Lot must sod or seed his or her Lot pursuant to the requirements of the ARB, regardless of whether or not the Lot has been improved with a dwelling.

Section 35. **One Dwelling Per Lot.** No structure shall be constructed on any Lot other than one (1) detached single family dwelling and such appurtenant improvements as may be approved by the ARB.

Section 36. Minimum Square Footage Requirement. All dwellings constructed on Ravello shall be a minimum of two thousand five hundred (2,500) square feet of heated and air conditioned space with a maximum building height of thirty five (35) feet from elevation of the adjacent roadway curbing.

ARTICLE X.
AMENDMENT

Section 1. Amendments by Owners. Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restriction set forth herein may be amended in accordance with this provisions. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amended any provisions hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution to be recorded in the public records of St. Lucie County, Florida. A proposed amendment may be initiated by Declarant, the Association, or by petition signed by thirty percent (30%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owen at least fifteen (15) days but nor more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, affirmative vote required for adopted shall be two thirds (2/3) of the votes of the Members (without regard to class) who shall be present in person or by proxy at a meeting duly called. And the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the public records of St. Lucie County, Florida.

So long as Declarant shall own any lands within the Properties, the Additional Properties, or within the Development Plan, no Declarant related amendment shall be made to this Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

(a) Directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to the other Owners;

(b) Modifies the definition provided for by Article I of this Declaration in a manner which alters Declarant's rights or status;

(c) Modifies or repeals any provision of Article II of this Declaration;

(d) Alters the character and rights of membership as provided by Article II of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

(e) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities, or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements, or facilities;

(f) Denies the right of Declarant to convey the Common Property or Village Common Property to the Association or nay applicable Village Association;

(g) Modifies the basis or manner of assessment or assessment exemptions, as applicable to Declarant or any lands owned by Declarant; or

(h) Alters or repeals any of Declarant's rights, reserved easements, right to grant easements, or any provisions applicable to Declarant's rights as provided for by any provision of this Declaration or any Supplemental Declaration.

Section 2. **Amendments by Declarant.** During any period in which Declarant owns any land encumbered by this Declaration, Declarant as an alternative method of amendment to the provided in Section 1 above, may amend this Declaration, the Articles, the Bylaws or any Supplemental Declaration by an instrument in writing filed in the public records of St. Lucie County, Florida, without the approval of the association or Village Association, any owner or any mortgage; provided, however, that, with the exception of the annexation of Additional Property to the terms of this Declaration, (i) in the event that such amendment materially and adversely alters or changes any Owner's right to the use and enjoyment of his Unit, of the common Property or Village Common Property as set forth in this Declaration or adversely affects the marketability of title to any Unit, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing owners affected thereby; provided that if any such owner is a member of a Village Association, such majority will be deemed to have been obtained with respect to such village association Owners, if the majority of the members of such Village association approve such amendment; and (ii) in the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amended made pursuant to this Section 2 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagee, if required and shall be effective upon being filed in public records of St. Lucie County, Florida or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Unit, agrees to be bound by such amendments as are permitted by this Section 2 and further agrees that, if required to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instructions relating to the Properties (a) if such amendment is necessary to bring any provisions here of thereof into compliance or conformity with provisions of any applicable governmental statues rules, or regulation or any judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any of the Properties, (c) if such amendment is required an institutional or governmental lender or purchaser of mortgage loans, including, for example the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender to purchase or to make or purchase mortgage loans on any of the Properties, (d) id any such amended is necessary to enable any governmental agency or reputable private insurance company to insurance mortgages on any of the Properties, or € if such amendment is necessary to correct an error, a misleading or ambiguous provision of this Declaration or to make certain provisions of the Declaration conform with other provisions of this Declaration

Section 3. **Amendments Regarding Surface Water or Stormwater Management System.** Any amendment to this Declaration, which materially alters any provision relating to conservation areas or water management tracts designated on any plats of the Properties or the Surface Water Management System must have the prior approval of the SFWMD.

ARTICLE XI.
SURFACE WATER MANAGEMENT SYSTEM

Section 1. **Surface Water Management System.** The Association shall be responsible for operating, maintaining and monitoring all aspects of the Surface Water Management System in accordance with the terms and provisions of the SFWMD Permit, this Declaration, and all amendments thereto, including, without limitation, any wetland monitoring or mitigation maintenance which may be required by SFWMD pursuant to the SFWMD Permit, the private roadways, the conservation areas designated on any plats of the Properties, control structures, drainage, sub-basins/discharge limitations and the dedicated drainage easements; and the Association shall also be the entity responsible for complying with all conditions of the SFWMD Permit including without limitation making all reports associated with the maintenance and monitoring of the Surface Water Management System and the conservation areas. The Association shall own all drainage easements and parcels, access and maintenance easements relating to drainage, and any other easements or property comprising the Surface water Management System, both real property and personal property, shall be conveyed to the agency of local government determined to be acceptable by the SFWMD and if not accepted thereby, then to a similar non-profit corporation for the operation and maintenance thereof.

Section 2. **Indemnification.** In consideration for the obligations and responsibilities undertaken by Declarant and/or the Association in the construction and maintenance of the Surface Water Management System and the preservation and maintenance of the Common Property and conservation areas designated on any plats of the Properties, each Owner shall indemnify and hold harmless Declarant and/or the Association, as the case may be, and their officers, directors, partners, members, employees, agents and contractors (collectively, the "Indemnified Party") for any claims, damages regulatory enforcement action or liability arising out of or in any way related to any violation of this declaration, the SFWMD Permit, or any local, state or federal rule, ordinance or law, caused, whether directly or indirectly, by such Owner, its agent, employee or contractor. The foregoing obligation shall include fees and costs including reasonable attorneys', paralegals' and consultants' fees, incurred by an Indemnified Party, whether prior to or at any trial or administrative proceeding, including appeals and bankruptcy actions, and any fines and/or the expense of any remedial action ordered by any local governing body having jurisdiction over such matter. In the event such Owner fails to meet its obligations to indemnify and hold harmless the Association, all costs incurred by the Association as a result thereof shall be charged against the Lot of such owner and the Owner thereof in accordance with the provisions of this Declaration. Said charge shall be deemed a Special Assessment and shall constitute a lien on the Lot, enforceable in the same manner as other assessments as set forth in this Declaration.

ARTICLE XII.
COVENANTS COMMITTEE

Section 1. **Committee.** The Covenants Committee shall be made up of least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. Acting in accordance with the provisions of the Declaration, the Bylaws, Articles, and any resolution the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of this Declaration, the Bylaws, the Articles, and the rules and regulations of the association (but not the Planning Criteria). Subject to compliance with the provisions of Section 2 hereof, upon the violations of this Declaration, the Bylaws, the Articles or any rules and regulations duly adopted hereunder, the Board shall have the power (i) to impose reasonable fines of up to $100 per violation against any Owner or any Owner's tenant, guest, or invitee for the failure of the Owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association bylaws, or reasonable rules of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. There is no limit as to how much a fine against an Owner for a continuing violation may be, however, a fine of less than $1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.; (ii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the Common Property; or (iii) to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family guests, or tenants of his co-Owners. Notwithstanding anything herein, however, an owner's pedestrian and vehicular access to its property over private roads and streets constituting Common Property (including, but not limited to, the right to park, if any, will not be terminated or suspended hereunder. Any suspension of rights hereunder may be for the duration of the infraction and for any additional period thereafter not to exceed thirty (30) days.

Section 2. **Hearing Procedure.** The Board shall not impose a fine, suspend voting or infringe upon any other rights of a Member or other occupant of the Properties for violations of this Declaration, the Bylaws, the articles, or the rules and regulations unless and until the following procedures is followed:

(a) Demand to Cease and Desist. Written demand to cease and desists from an alleged violation shalt be served upon the alleged violator specifying:

(i) The alleged violation;

(ii) the action required to abate the violations; and

(iii) a time period of not less than fourteen (14) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provisions of this Declaration, the Bylaws, the Articles or rules and regulations of the Association may result in the impositions of sanctions after notice and hearing.

(b) Notices. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rules is subsequently violate, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce a statement, evidence, and witness on his behalf; and

(iv) The proposed sanction to be imposed

(c) Hearing. The hearing shall be held by the Covenants Committee in executive session pursuant to the notice and the owner shall be provided a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice. The notice requirements shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. No sanction shall be imposed under this Article XII unless approved by a majority of the Covenants Committee. This Article XII shall not apply to failures to pay in a timely manner assessments levied by the Association.

ARTICLE XIII.
DURATION AND TERMINATION

The reservations, covenants, conditions, restriction, easements, charges and liens of this Declaration shall run with and bind the title to the Properties, and shall inure to the benefit of, be enforceable by, and bind Declarant, the Association and each Owner their respective legal representatives, heirs, successors and assigns for a period of fifty (50) years from the recording of this Declaration, after which time this Declarations hall be automatically extended for successive period of ten (10) years. The Declaration may be terminated at any time by recordation of the instrument signed by the then holders of eighty percent (80%) of the votes in the Association and their first mortgagees agreeing to terminate this Declaration; provided, however that so long as the Declarant shall own lands within the Properties, no such termination will be effective without the written consent and joinder of the Declarant.

ARTICLE XIV.
ENFORCEMENT

Section 1. **Remedies.** If any person or entity shall violate or attempt to violate any of these covenants or restriction, it shall be lawful for Declarant, any Owner or the Association (i) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (ii) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violation or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenants or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same beach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees whether incurred pretrial, trial, on appeal, or in any bankruptcy or collection proceedings, shall be paid by the non-prevailing party. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, the Articles, and the rules and regulation of the Association are protection of present and future owners, It is hereby declared that Declaration, the Association or any aggrieved owners, in addition to all other remedies, may require and shall be entitled to the remedy of the injunction to restrain any such violation or breach or any threatened violation or breach. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, of the provisions of this declaration, the Bylaws, the Articles, or any rules and regulations of the Association by any person, however long continued.

Section 2. **Lessees to Comply with Declaration. Articles and Bylaws-Effect on Non-Compliance.** All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles, and the rules and regulation promulgated thereunder as though such tenants were an Owner. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, Bylaws, Articles, and the rules and regulation promulgated thereunder, and is responsible and liable for all violation and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are also fully liable for any violation of the documents and regulations in the event that a lessee, occupant, or person living with the lessee violates a provisions of the Declaration, Bylaws, Articles or rules and regulation, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

ARTICLE XV.
MISCELLANEOUS

Section 1. **Number and Gender.** Reference to the singular shall include reference to the plural and the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. **Severability.** The invitation of any provision or provisions of this Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect.

Section 3. **Headings.** The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

Section 4. **Notices.** Notices required hereunder shall be in writing and shall be delivered by hand or sent by Unites States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses, as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Units. All notices to the Association shall be delivered or sent in case of Declarant at 4300 S U.S. Hwy #1 Ste 203-330, Jupiter, Florida 33477, or to such other address as the Association may from time to time notify the Owners. Notices to mortgagees shall be delivered or sent to such address as such mortgagees specify in writing to the Association. Notices to any other person or persons entitled to same hereunder shall be delivered or sent to such address or addresses as such person or persons specify, from time to time, in writing to the send, or, in the absence thereof, to such address or addresses as shall be in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons.

Section 5. **Buyer Approval Process.** Any potential purchaser, whether an individual or business entity, that desires to purchase a home or property in Ravello shall be subject to a buyer approval process, which shall be in compliance with Fla. Stat. 720, and which may be amended and changed from time-to-time in the sole discretion of the Declarant, prior to the purchase of any home or property in Ravello.

Section 6. **Agreement to Be Bound.** The Properties are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, any valid amendments or supplements thereto and shall run with the real property described in Exhibit "C" (excluding the property described in the informational section) and be binding on all Owners owning any right, title or interest in said real property or any part thereof, their heirs, successors, devisees and assigns, and shall inure to the benefit of each Owner thereof. Additionally, any Owner who is transferred, sold, conveyed any Lot within the Properties agrees to be bound to and by this Declaration.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Leslie Miller

Printed Name: Leslie Miller

Printed Name: Glenn H. Sonoda

Declarant:
VR PRESERVE DEVELOPMENT, LLC,
a Florida limited liability company

BY: ValueRich, Inc., a Delaware Corporation, as managing member

By: ______________________
Joseph C. Visconti, Authorized Representative of managing member

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

The foregoing Declaration of Covenants, Conditions and Restrictions for Ravello was acknowledged before me this 25th day of June, 2015 by Joseph C. Visconti, as Authorized Representative of VALUERICH, Inc., a Delaware corporation, as the sole managing member of VR PRESERVE DEVELOPMENT, LLC, a Florida limited liability company. He is personally known to me or who has produced a driver's license as identification.

Notary Seal:

NOTARY PUBLIC STATE OF FLORIDA
GLENN H SONODA
MY COMMISSION #FF188713
EXPIRES March 8, 2019
(407) 398-0153 FloridaNotaryService.com

____
Signature of Notary Public
Glenn H. Sonoda
Notary Public, State of Florida
Commission Number: FF188713
Commission Expires: March 8, 2019

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE RAVELLO PROPERTY OWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Amended and Restated Articles of Incorporation for the purpose of forming a corporation for profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is RAVELLO PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION AND MAILING ADDRESS

The principal street address of the Association is located at 4300 S US Hwy 1, Suite 203-330, Jupiter, FL 33477. The mailing address of the Association is located at 4300 S US Hwy 1, Suite 203-330, Jupiter, FL 33477.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 4300 S US Hwy 1, Suite 203-330, Jupiter, FL 33477, and the name of the initial registered agent at that address is Joseph Visconti.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meaning as those set forth in that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ravello recorded or to be recorded in the Public Records of St. Lucie County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

Exhibit A

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a not-for-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, any amendment to the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance administration and improvements of the Properties, Areas of Common Responsibility, Common Property, and Village Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any Village Association, another not-for-profit property owners association incorporated pursuant to the applicable provisions of Florida Statutes Chapter 617 or its replacement, developer, management agent, governmental unit, community development district, public body, or similar entity.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee simple title to any Unit in the Properties shall be a Member of the Association. Declarant shall also be a Member for so long as Declarant owns any portion of the Properties. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 2. Classes. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners of Units, with the exception of Declarant for so long as Declarant shall be a Class "B" Member. Class "A" Members shall be entitled on all issues to one (1) vote for each Unit owned.

(b) Class "B". Class "B" Member(s) shall be Declarant, and each successor of Declarant who takes title to any unimproved portion of the Properties for the purpose of development and sale of Units and to whom Declarant, in its sole discretion specifically assigns in writing one or more of the Class "B" votes. Upon execution of these Articles, the Class "B" Member shall be entitled to four (4) votes for each Unit owned by the Class "A" Members, provided the Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) Three (3) months after ninety percent (90%) of the Units in all phases of the community that will be ultimately operated by the Association have been conveyed to members of the Association other than the Declarant, whereupon the Class "A" Members other than the Declarant shall be entitled to elect a majority of the Board of Directors of the Association; or

(ii) Such earlier date as the Declarant may choose to terminate the Class "B" Membership upon notice to the Association.

Notwithstanding the termination of the Class "B" Membership, the Declarant shall be entitled to elect those members of the Board of Directors that constitute the remaining minority members of the Board of Directors of the Association so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in all phases of the community that will ultimately be operated by the Association.

From and after the happening of any one of these events, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status and to advise the Association membership regarding the status of the Declarant's delivery to the Board of Directors of the documents called for in Florida Statute Section 720.307(3). The Class "B" members shall cast on all issues their votes as they among themselves determine.

Until such time as the Class "A" Members exist, the Declarant as the Class "B" Member shall hold a minimum of four (4) votes in Association matters.

Section 3. Declarant Veto. From and after the termination of the Class "B" membership, Declarant shall have a veto power over all actions of the Association and Board of Directors of the Association. This power shall expire when the Declarant or its specifically designated successors no longer owns any portion of the Properties or twenty (2) years from the date of recording of the Declaration, whichever occurs first. The veto shall be exercised as follows:

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implanted, until and unless:

(a) Declarant shall have been given written notice of each meeting of the Members and of the Board by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy or program authorized by the Board, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, Declarant veto must be exercised by Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

(c) If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

Section 4. Multiple Owners. Each vote in the Association must be cast as a single vote as provided in Section 3.3 of the Bylaws and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit, it shall thereafter be conclusively presumed for all purposes that he or she was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VII

BOARD OF DIRECTORS

A. There shall be three (3) Directors on the Board of Directors of the Association. The number of Directors elected by the Members subsequent to the Declarant's Resignation Event (hereinafter defined) shall be not less than three (3) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members. Each Director shall have only one (1) vote.

B. The names and addresses of persons who are to serve as Directors are:

NAME	ADDRESS
Joseph Visconti	4300 S. US Hwy 1 Suite 203-330 Jupiter, FL 33477

David Brooks	8918 Marlamoor Lane West Palm Beach, FL 33412
David Lemoie	100 SE 2nd Street, Fourth Floor Miami, FL 33131

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the Board of Directors.

C. Upon the Turnover Date (hereinafter defined), the Members other than the Declarant (the "Purchaser Members") shall be entitled to elect two (2) of the three (3) Directors, and Declarant shall be entitled to appoint one (1) of the three (3) Directors. The election of the two (2) Directors by the Purchaser Members shall occur at a special meeting of the membership to be balled by the Board for such purpose (the "Initial Election Meeting"). The Directors elected by the Purchaser Members shall not be subject to removal by Declarant. The Declarant-elected Board shall serve until the Initial Election Meeting. "Turnover Date" shall mean the date when Class B membership shall cease and be converted to Class A membership, which date shall occur upon the earlier of (i) three (3) months after conveyance of ninety percent (90%) of the Properties by Declarant or (ii) such time as Declarant shall designate in writing to the Association.

D. The Board shall continue to be so designated and elected, as described in Paragraph C above, at each subsequent Annual Membership Meeting until the Annual Membership Meeting following Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

E. Annual Membership Meetings shall be called and noticed in the manner provided in the Bylaws.

F. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause of its designated Directors to resign:

1) When Declarant no longer holds at least five percent (5%) of the Properties for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed; or

2) When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant-appointed Director. At each Annual Membership Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members.

G. The term of the Board elected shall be a staggered term of office decided as follows at the Annual Membership Meeting held subsequent to Declarant's Resignation Event:

1) A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the the Directors receiving the most votes at the meeting; and

2) The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Membership Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The resignation of a Director who has been designated by Declarant shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have, or which any personal representative, successors, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any manner, cause or thing whatsoever from the beginning of the world to the day of such resignation, expect for such Director's or officer's willful misconduct or gross negligence.

I. Until Declarant's Resignation Event, Declarant shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in Declarant's sole and absolute judgment, (i) would tend to impair the rights or interests of Declarant or any builder; (ii) interfere with the development or construction of any portion of the Properties; or (iii) diminish the level of services the Association provides.

J. A Director (other than a Declarant-appointed Director) may be removed from office according to the following:

1) A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Purchaser Members for any reason to be in the best interests of the Purchaser Members at a meeting of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director or Directors (other than a Declarant-appointed Director) shall be held upon the written request to the Association of ten percent (10%) of the Purchaser Members. Notice of the meeting of the Purchaser Members shall be given as provided in the Bylaws and shall state the purpose of the meeting. The Board shall duly notice and hold a Board meeting within five (5) full business days after the adjournment of the Purchaser Member meeting at which one or more Directors were recalled. At the meeting of the Board, the Board shall either (i) certify the recall, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business

days any and all records and property of the Association in the Director's or Directors' possession, or (ii) proceed as described in subparagraph 3 below.

2) A Director (other than a Declarant-appointed Director) may also be removed by an agreement in writing or by written ballot without a meeting of the Purchaser Members. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or be personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. Within five (5) full business days after the Association's receipt of a properly served agreement in writing or written ballots, the Board shall duly notice and hold a Board meeting within five (5) full business days after the adjournment of the Purchaser Member meeting at which one or more Directors were recalled. At the meeting of the Board, the Board shall either (i) certify the written agreement or written ballots to recall a director or directors of the Board, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in the Director's or Directors' possession, or (ii) proceed as described in subparagraph 3 below.

3) If the Board determines not to certify the written agreement or written ballots to recall a Director or Directors (other than a Declarant-appointed Director) or does not certify the recall by a vote of the Purchaser Members at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division of Florida Land Sale, Condominiums and Mobile Homes of the Department of Business and Professional Regulation ("Division") a petition for binding arbitration. For purposes of arbitration under this Paragraph, the Purchaser Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors, the recall will be effective upon mailing of the final order of arbitration to the Association. The Director or Directors shall turn over to the Board within five (5) full business days any and all records and property of the Association in the Director's or Directors' possession.

4) Notwithstanding any provision to the contrary, if a vacancy occurs on the Board as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board as a result of a recall and a majority or more of the Directors are removed, the vacancies shall be filled by Purchaser Members voting in favor of the recall; if removal is at a meeting of the Purchaser Members, any vacancies shall be filled by the Purchaser Members at the meeting. If the recall occurred by agreement in writing or by written ballot, the Purchaser Members may vote for replacement Directors in the same instrument.

5) If the Board fails to duly notice and hold a Board meeting within five (5) full business days after service of an agreement or within five (5) full business days after the adjournment of the Purchaser Members recall meeting, the recall shall be deemed effective and the Director(s) so recalled shall immediately turn over to the Board within five (5) full business days any and all records and property of the Association in the Director's or Directors' possession.

6) If a Director who is removed failed to relinquish his or her office or turn over records as required under this Paragraph, the circuit court in the county where the Association maintains its principal office may, upon the petition of the Association, summarily order the Director to relinquish his or her office and turn over all Association records upon application of the Association.

7) The minutes of the Board meeting at which the Board decides whether to certify the recall are an official Association record. The minutes must record the date and time of the meeting, the decision of the Board and the vote count taken on each Director subject to the recall. In addition, when the Board decides not to certify the recall as to each vote rejected, the minutes must identify the parcel identification number for the Lot and the specific reason for each such rejection.

8) When the recall of more than one Director is sought, the written agreement, ballot or vote at a meeting shall provide for a separate vote for each Director sought to be recalled.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the director and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

	NAME	**ADDRESS**
President	Joseph Visconti	4300 S. US Hwy 1 Suite 203-330 Jupiter, FL 33477
Vice-President	David Lemoie	100 SE 2nd Street, Fourth Floor Miami, FL 33131
Secretary	David Brooks	8918 Marlamoor Lane West Palm Beach, FL 33412
Treasurer	David Brooks	8918 Marlamoor Lane West Palm Beach, FL 33412

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

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

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes, provided such amendments may be adopted by the affirmative vote of a majority of the voting interests of the Association.

Section 3. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of St. Lucie County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

Section 4. Limitations. The Association and the Board of Directors shall not make any amendments related to the Declarant so long as Declarant shall own any lands within the Properties. Any amendment shall be deemed to be Declarant related if it does any of the following:

(a) Directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other owners;

(b) Modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status;

(c) Affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

(d) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

(e) Denies the right of Declarant to convey to the Association Common Property;

(f) Alters or repeals any of Declarant's rights, reserved easements, right to grant easements, or any provision applicable to Declarant's rights as provided for by any provision of the Declaration, Supplemental Declaration, the Bylaws or these Articles.

ARTICLE XI

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. 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, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority votes of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIV

INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is as follows:

Joseph Visconti

4300 S. US Hwy 1, Suite 203-330

Jupiter, FL 33477

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 25 day of June, 2015.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Fla. Stat. § 817.155.

JC Visconti

Joseph Visconti, Incorporator

STATE OF Florida }

COUNTY OF Palm Beach }

The foregoing Articles of Incorporation were acknowledged before me this 25th day of June, 2015 by Joseph Visconti, the Incorporator of the RAVELLO PROPERTY OWNERS' ASSOCIATION, INC., who was personally known to me or produced identification in the form of ____________

Print Name: Glenn Sonoda

NOTARY PUBLIC

State of Florida

Commission #: FF 188713

My Commission Expires: March 8, 2019

NOTARY PUBLIC STATE OF FLORIDA
GLENN H SONODA
MY COMMISSION #FF188713
EXPIRES March 8, 2019
(407) 398-0153 FloridaNotaryService.com

CERTIFICATE DESIGNATING REGISTRERED AGENT FOR SERVICE OF PROCESS

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

THE RAVELLO PROPERTY OWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 4300 S. US HWY 1 SUITE 203-330, JUPITER, FL 33477, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

RAVELLO PROPERTY OWNERS' ASSOCIATION, INC.

a Florida not-for-profit corporation

By: JC Visconti

Joseph Visconti, Incorporator

Dated: June 25, 2015

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPKY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES

JC Visconti

Joseph Visconti, Registered Agent

Dated: June 25, 2015

BYLAWS OF RAVELLO PROPERTY OWNERS' ASSOCIATION, INC.

1. Definitions. Capitalized terms used in these Bylaws shall have the same definitions and meanings as are set forth for those terms in the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ravello Property Owners' Association, Inc. as recorded or to be recorded in the Public Records of St. Lucie County, Florida, as amended from time to time (the "Declaration").

2. Identity. These are the Bylaws of the RAVELLO PROPERTY OWNERS' ASSOCIATION, INC., a corporation not-for-profit organized pursuant to Chapter 617, *Florida Statutes* (the "Association").

2.1 Mailing Address. The mailing address of the Association shall be300 S US Hwy 1, Suite 203-330, Jupiter, FL 33477, or at such other place as may be designated from time to time by the Board of Directors.

2.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2.3 Seal. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not-for-profit", and the year of incorporation.

3. Members.

3.1 Qualification. Qualification and membership in the Association is as provided in Article VI of the Articles, as may be supplemented by these Bylaws.

3.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of St. Lucie County, Florida, a deed or other instrument establishing record title to a Unit under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owners' address, telefax number, e-mail address, and the Owner's local agent, if any. Any notice requirements set out in these Bylaws and in the and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner or local agent as then reflected in the Association's records.

3.3 Voting Rights. The voting rights of each Member of the Association and the manner of exercising such rights shall be as set forth in Article VI of the Articles, as may be supplemented by these Bylaws.

3.4 Designation of Voting Representative. If a Unit is owned by one person or entity, that Owner's rights to vote shall be established by the record title to the Unit. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint

Exhibit B

tenants, or by a partnership, limited liability company or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Designated Representative" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person, or by a partnership, limited liability company or any other association of natural persons, or by a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association ("Voting Certificate"), designate one natural person as the Designated Representative. The Voting Certificate shall be filed with the Secretary of the Association and the person so designated shall be and remain the Designated Representative of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Designated Representative of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

3.5 Ownership by Husband and Wife. Notwithstanding the provisions of Section 3.4 above, whenever any Unit is owned solely by a husband and wife, they may, but shall not be required to, designate a Designated Representative. In the event a Voting Certificate designating a Designated Representative is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting a vote for each Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their vote on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the right to vote for that Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.

(iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the right to vote for that Unit, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

3.6 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of all record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.7 Restraint Upon Assignment of Shares in Assets. 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 that Owner's Unit.

4. Members' Meetings.

4.1 Annual Membership Meetings. The Annual Membership meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as otherwise stated in the notice of the meeting sent to Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration is recorded in the public records.

4.2 Special Members' Meetings. Special meetings of the Members may be called by either of the following:

(a) The Board of Directors;
(b) The Chairman of the Board of Directors
(c) The President or Vice President of the Association;
(d) The holders of not less than thirty percent (30%) of the total voting interests of the Association.

4.3 Notice of All Meetings of Members. Written notice stating the place, day and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered to each Member entitled to vote at such meeting not less than fourteen (14) or more than sixty (60) days before the date of the meeting, by hand delivery, first-class mail, electronic communication, telefax, certified mail return receipt mail, a nationally recognized overnight courier delivery service, or any other method allowed by

Chapters 617 and 720, *Florida Statutes*, by or under the supervision of the President or the Secretary of the Association.

4.4 Quorum: Voting. A quorum at Members' meetings shall consist of the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the total voting interests in the Association. If a quorum is present, the concurrence of at least a majority of the voting interests present, in person or by proxy, and entitled to vote on the subject matter shall constitute the act of the Members and shall be binding upon all Members for all purposes, except when the approval by a greater number of Members is required by the Declaration, any Supplemental Declaration or applicable law. When a specified item of business is required to be voted upon by a particular class of Members, the attendance, in person or by proxy, of at least thirty percent (30%) of the total voting interests of that particular class shall constitute a quorum for the transaction of such item of business by that class, and the concurrence of at least a majority of the voting interests of that class present, in person or by proxy, shall constitute the act of that class of Members and shall be binding upon all Members for all purposes, except when the approval by a greater number of such class of Members is required by the Declaration, any Supplemental Declaration or applicable law. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. The Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is only effective for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substation is not permitted.

4.6 Adjourned Meetings. Adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time or place pursuant to applicable law. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

4.7 Order of Business. The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

(a) Call to order.

(b) Appointment of a chairman of the meeting (who need not be a member or director).
(c) Calling of the roll and certifying proxies.
(d) Proof of notice of meeting or waiver of notice.
(e) Reading and approval of minutes of prior meeting(s).
(f) Reports of directors and officers.
(g) Reports of Committees.
(h) Election of directors at annual meetings.
(i) Unfinished business.
(j) New Business.
(k) Adjournment.

4.8 Participation by Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Owners shall have the right to speak at the annual and special meetings of the Owners, committee meetings and Board meetings with reference to all designated agenda items. An Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Owner to speak on such items in its discretion. Any Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board: (a) the only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions; (b) audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting; (c) anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and (d) at least forty-eight (48) hours prior written notice shall be given to the Secretary of the Association by any Owner desiring to make an audio or video taping of the meeting.

4.9 Minutes of Meetings. The Association shall maintain minutes of all meetings of the membership and of the Board of Directors in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes. The minutes shall be available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain minutes for a period of not less than seven (7) years.

5. Board of Directors.

5.1. Number, Appointment, and Term of Office. The number, appointment and terms of Directors shall be as provided in Article VII of the Articles as may be supplemented by these Bylaws.

5.2. Election of Directors. Election of Directors shall be held at the annual members' meeting at the first annual meeting in which any Directors will be elected by a vote of the Association Members. Not less than sixty (60) day prior to a scheduled election, the Association shall mail or deliver to each Owner entitled to vote, a first notice in any manner described above in Section 4.3 of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board shall give written notice in any manner described above in Section 4.3 to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda, the Association shall then mail or deliver a second notice in any manner described above in Section 4.3 of the meeting to all Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty-five days before the election, to be included with the mailing or delivery of the ballot, with the costs of mailing and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The election of directors shall be by written ballot or voting machine or by any other electronic means adopted by the Board (including, but not limited to, e-mail). Election shall be decided by a plurality of the votes cast.

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

5.4. Directors Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

6. Meeting of Directors.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at such place and hour as may be fixed from time to time by resolution of the Board. Notice of the Board meeting shall be posted in a conspicuous place on the Properties at least forty-eight (48) hours in advance of the meeting. If the day for such regular meeting is a legal holiday, then the meetings shall be held at the same time on the next day that is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of Directors shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President or Vice President of the Association, or by any two (2) directors. Not less than two (2) days' notice of the special meeting shall be given to each director, which notice shall state the time, place and purpose of the meeting. Except the case of any emergency, notice of such meetings shall be posted conspicuously on the Properties fortyOeight (48) hours in advance of the special meeting for the attention of Members. All special meetings of the Board of Directors shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

6.3 Action Taken Without Notice. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or whenever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

6.5 Quorum. A quorum at Directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, a Supplemental Declaration, the Articles, or these Bylaws.

6.6 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to the other directors.

6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors shall designate one of their numbers to preside.

6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapters 617 and 720, *Florida Statutes,* the Declaration, a Supplemental Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

7. Officers.

7.1 Officers and Elections. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incidental to the office of the Secretary of an association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

8. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, any supplemental Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but is not limited to:

(1) Professional, administration and management fees and expenses;
(2) Taxes on Common Property or Village Common Property;
(3) Expense for utility services and maintenance expense relating to the Areas of Common Responsibility, Common Property, and Village Common Property;
(4) Insurance costs;
(5) Administrative and salary expenses;
(6) Operating capital; and
(7) Other expenses.

(b) Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating and capital budget for the Properties as provided in the Declaration in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves. The operating budget shall provide separate expense and reserve figures for (1) Village Common Properties, if any, so as to permit the appropriate allocation of assessments therefore among all benefited Units or among all Units as provided in the Declaration, and (2) the Common Properties and the Areas of Common Responsibility so as to permit appropriate allocation of assessments therefore among all Units.

9.3 Depository. The depository of the Association will be such bank or banks in St. Lucie County, Florida as shall be designated from time to time by the Board. The withdrawal of money from such accounts(s) shall be only by checks signed by such persons as authorized by the Board; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

10. Parliamentary Rules. Roberts' Rules-of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Method of Adoption. These Bylaws may be amended or repealed and new Bylaws adopted by a majority vote of the Board of Directors present, in person and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

11.2 Declarant Approval. So long as Declarant shall own any lands within the Properties, no Declarant related amendment shall be made to these Bylaws unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

(a) Directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to the other Owners;

(b) Modifies the definition provided for by Article I of this Declaration in a manner which alters Declarant's rights or status;

(c) Modifies or repeals any provision of Article II of this Declaration;

(d) Alters the character and rights of membership as provided by Article II of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

(e) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities, or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements, or facilities;

(f) Denies the right of Declarant to convey the Common Property or Village Common Property to the Association or nay applicable Village Association;

(g) Modifies the basis or manner of assessment or assessment exemptions, as applicable to Declarant or any lands owned by Declarant; or

(h) Alters or repeals any of Declarant's rights, reserved easements, right to grant easements, or any provisions applicable to Declarant's rights as provided for by any provision of this Declaration or any Supplemental Declaration.

11.3 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by no less than 75% of the total Members. No amendment shall be made that is in conflict with Chapters 617 or 720, *Florida Statutes*, unless such inconsistencies are permitted by the provisions of Chapters 617 or 720, *Florida Statutes*, or with the Declaration or Articles of Incorporation.

12. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

13. Committees.

13.1 The standing committees of the Association shall be the Nominating Committee and the Covenants Committee. The Nominating Committee shall have the duties, authority and functions as described in these Bylaws. The Covenants Committee shall have the duties, authority and functions as described in the Declaration.

13.2 The Board shall have the power and authority to appoint such other committees as it deems advisable. Any such other committee appointed by the Board shall consist of two (2) or more members of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

14. Inconsistencies. In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

EXHIBIT C – PROPERTY DESCRIPTION

Lots 9, 24-39 of Tesoro Preserve Plat No. 1, according to the plat thereof recorded in Plat Book 44, Pages 17; Lots 82-204, 206-296, and Tract F (Landscaping Buffer Easement)(approximately 0.26 Acres, Parcel ID#: 4414-600-0026-000-3) of Tesoro Preserve Plat No. 2, according to the plat thereof recorded in Plat Book 44, Page 15, and 15A through 15I; Lots 10-23, 40, 40A of Tesoro Preserve Plat No. 3, according to the plat thereof recorded in Plat Book 51, Pages 1-4; Conservation Tract 2 (approximately 8.95 acres, Parcel ID Number 4414-601-0015-000-6), Conservation Tract 4 (approximately 10.17 Acres, Parcel ID#: 4414-601-0017-000-0) of Tesoro Preserve Plat No. 4, according to the plat thereof recorded in Plat Book 51, Pages 5-14, of the Public Records of St. Lucie County.

And specifically excluding:

That Part Of Landscape Buffer Easement Lying North of Lot 260 (approximately 0.09 Acres, Parcel ID #4414-600-0042-000-1) and Tract C (approximately 1.35 acres, Parcel ID#: 4414-600-0015-000-3) of Tesoro Preserve Plat No. 2, according to the plat thereof recorded in Plat Book 44, Page 15, and 15A through 15I of the Public Records of St. Lucie County, Florida;

Conservation Tract 1 (approximately 4.236 acres, Parcel ID#: 4415-501-0005-000-9), Pedestrian Access Easement (Approximately 0.083 Acres, Parcel ID#: 4415-501-0011-000-4), Upland Preserve Easement (Approximately 1.441 acres, Parcel ID#: 4415-501-0009-000-7) of Tesoro Preserve Plat No. 3, according to the plat thereof recorded in Plat Book 51, Pages 1-4 of the Public Records of St. Lucie County, Florida; and

Conservation Tract 5 (approximately 27.59 acres), Conservation Tract 6 (approximately 0.96 acres, Parcel ID#: 4414-601-0019-000-4), and Conservation Tract 7 (approximately 28.35 aces, Parcel ID#: 4414-601-0020-000-4) of Tesoro Preserve Plat No. 4 which is recorded in Plat Book 51, Pages 5-14 of the Public Records of St. Lucie County, Florida.

FOR INFORMATIONAL PURPOSES ONLY | THE PROPERTY BELOW IS A PART OF THE RAVELLO PROPERTY OWNERS' ASSOCIATION, INC.

All of the FIRST REPLAT OF RIVER POINT P.U.D., according to the plat thereof recorded in Plat Book 41, Page 21, 21A through 21O of the Public Records of St. Lucie County, Florida, less and except: Tract E; Tract I; Tract J; Tract K; Tract L; Tract N; Tract O; Tract P (East); Tract P (West); Tract U; Lots 9 through 19 of Block 1; Lots 1 through 22 of Block 2; Lots 1 through 8 of Block 3; Lots 1 through 30 of Block 4; Lots 1 through 24 of Block 5; Lots 1 through 2 of Block 6; Lots 1 through 50 of Block 7; Lots 1 through 19 of Block 8; Lot 7 of Block 10; Lots 1 through 13 of Block 13; Lots 1 through 30 of Block 14 and Lots 1 through 19 of Block 15, and the following Water Management Easements: WME-1, WME-2, WME-2A, WME-2B, WME-2C, WME-3, WME-4, WME-6, and WME-23;

along with:

Lots 1-8 of Tesoro Preserve Plat No. 3, according to the plat thereof recorded in Plat Book 51, Pages 1-4, and Lots 41-81, 205, and that part of Landscape Buffer Easement lying North of Lot 41 (approximately 0.11 acres) of Tesoro Preserve Plat No. 2, according to the plat thereof recorded in Plat Book 44, Page 15, and 15A through 15I of the Public Records of St. Lucie County, Florida;

And specifically excluding:

Lot 127 (Parcel ID#: 4414-600-0134-000-3), That Part Of Landscape Buffer Easement Lying North of Lot 260 (approximately 0.09 Acres, Parcel ID #4414-600-0042-000-1), Tract C (approximately 1.35

acres, Parcel ID#: 4414-600-0015-000-3), and Tract F (Landscaping Buffer Easement)(Parcel ID#: 4414-600-0026-000-3) of Tesoro Preserve Plat No. 2, according to the plat thereof recorded in Plat Book 44, Page 15, and 15A through 15I of the Public Records of St. Lucie County, Florida; and

Conservation Tract 1 (approximately 4.236 acres, Parcel ID#: 4415-501-0005-000-9), Pedestrian Access Easement (Approximately 0.083 Acres, Parcel ID#: 4415-501-0011-000-4), Upland Preserve Easement (Approximately 1.441 acres, Parcel ID#: 4415-501-0009-000-7) of Tesoro Preserve Plat No. 3, according to the plat thereof recorded in Plat Book 51, Pages 1-4 of the Public Records of St. Lucie County, Florida; and

Conservation Tract 2 (approximately 8.95 acres, Parcel ID Number 4414-601-0015-000-6), Conservation Tract 4 (approximately 10.17 Acres, Parcel ID#: 4414-601-0017-000-0), Conservation Tract 5 (approximately 27.59 acres), Conservation Tract 6 (approximately 0.96 acres, Parcel ID#: 4414-601-0019-000-4), and Conservation Tract 7 (approximately 28.35 aces, Parcel ID#: 4414-601-0020-000-4) of Tesoro Preserve Plat No. 4 which is recorded in Plat Book 51, Pages 5-14 of the Public Records of St. Lucie County, Florida.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4084399 OR BOOK 3760 PAGE 2086, Recorded 06/24/2015 at 09:29 AM

Exhibit D

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

Document Prepared By:
South Florida Water Management District (SFWMD)

Return to:

Name	Regulation Division
Agency Name	South Florida Water Management District (SFWMD)
Street Address	3301 Gun Club Road
City, State Zip	West Palm Beach, FL 33406

RE:	Permit No.:	56-01506-P
	Grantee:	RAVELLO (TESORO PRESERVE)
	Parcel ID:	SEE EXHIBIT A
	County:	ST. LUCIE

Notice

The SFWMD (Agency) hereby gives notice that Environmental Resource Permit No 56-01506-P has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof) without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.310, Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland conservation areas, and docking facilities.

Conditions
The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice and Permit
This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice is Not An Encumbrance
This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release
This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 3rd day of June, 2015.

Juanita B

Deputy District Clerk, For Agency

Agency Contact: Environmental Resource Compliance (ERC) Bureau Chief

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3rd day of June, 2015 by **Juanita Bozeman**, as Deputy District Clerk of the South Florida Water Management District. He/She is personally known to me or has produced ____________, as identification.

Beth A Colavecchio

Notary Public Signature

[Notary Seal]

BETH A. COLAVECCHIO
MY COMMISSION EXPIRES
November 9, 2016
#EE 214946
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Beth A. Colavecchio
Printed, Typed or Stamped Name

Commission/Serial No: EE 214946

My Commission Expires: November 9, 2016

Exhibit "A"

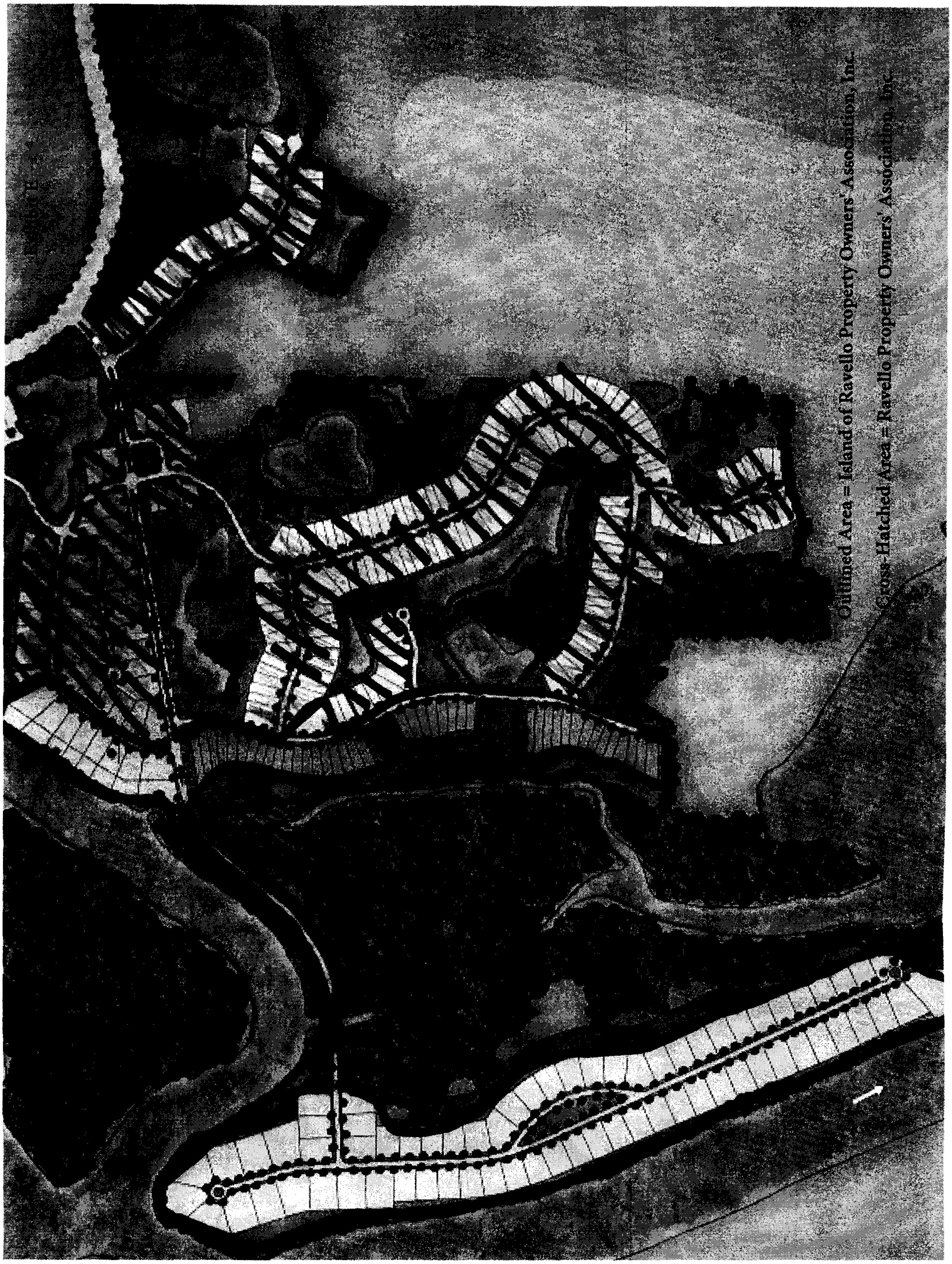
LEGAL DESCRIPTION: PERMIT 56-01506-P

All of Tesoro Preserve Plat No. 1, according to the plat thereof recorded in Plat Book 44, Pages 17 of the Public Records of St. Lucie County; as amended by Tesoro Preserve Plat No. 3, according to the plat thereof recorded in Plat Book 51, Pages 1-4 of the Official Public Records of St. Lucie County, Florida;

All of Tesoro Preserve Plat No. 2, according to the plat thereof recorded in Plat Book 44, Page 15 and 15A through 15I of the Public Records of St. Lucie County, Florida; as amended by Tesoro Preserve Plat No. 4 which is recorded in Plat Book 51, Pages 5-14 of the Public Records of St. Lucie County, Florida;

All of Plat 5 of Tesoro Preserve, according to the Plat thereof recorded in Plat Book 54, Pages 38-39 of the Official Public Records of St. Lucie County, Florida; and

All of those lands not amended or covered by the Plats named above of the FIRST REPLAT OF RIVER POINT P.U.D., according to the plat thereof recorded in Plat Book 41, Page 21, 21A through 21O of the Public Records of St. Lucie County, Florida


Outlined Area = Island of Ravello Property Owners' Association, Inc.
Cross-Hatched Area = Ravello Property Owners' Association, Inc.