

Upon recording, please return to:
Ronald A. Lisak
Senior Counsel
The St. Joe Company
301 East First Street, Suite 201
Port St. Joe, FL 32456

Ins#: 0208508192 Date: 09/07/2005 Time: 15:56
R. Stubblefield
L. Garcia Johnson, FRANKLIN County B: 870 P: 1

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

SUMMERCAMP

HYATT & STUBBLEFIELD, P.C.
Attorneys and Counselors
225 Peachtree Street, N.E.
1200 Peachtree Center South Tower
Atlanta, Georgia 30303

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"C"	Initial Use Restrictions	6
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SUMMERCAMP

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 7th day of September, 2005, by The St. Joe Company, a Florida corporation.

Article I Creation of the Community

This Declaration provides a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance, and preservation of SummerCamp as a planned community.

1.1. Purpose and Intent.

This Declaration provides for the overall development, administration, maintenance, and preservation of SummerCamp. An integral part of the development plan is the creation of SummerCamp Community Association, Inc., an association comprised of all SummerCamp property owners, to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents.

This document does not and is not intended to create a condominium under Florida law.

1.2. Binding Effect.

This Declaration governs the property described in Exhibit "A," and any other property submitted to this Declaration in the future. This Declaration shall run with the title to such property and shall bind anyone having any right, title, or interest in any portion of such property, their heirs, successors, successors-in-title, and assigns.

Declarant, the Association, any aggrieved Owner, and their respective legal representatives, heirs, successors, and assigns may enforce this Declaration. This Declaration shall be effective for a minimum of 25 years from the date it is recorded. After 25 years, this Declaration shall be extended automatically for successive 10-year periods unless at least 75% of the then Owners sign a document stating that the Declaration is terminated and that document is recorded within the year before any extension. In such case, this Declaration shall expire on the date specified in the termination document.

In any event, if any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Declaration is recorded. This Section does not permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3. Governing Documents.

The Governing Documents create a general development plan for SummerCamp. The following list identifies the Governing Documents, each as they may be amended:

GOVERNING DOCUMENTS	
Declaration (recorded)	creates obligations which are binding upon the Association and all present and future owners of property in SummerCamp
Supplemental Declaration (recorded)	adds property to SummerCamp; <i>may</i> impose additional obligations or restrictions on such property
Articles of Incorporation (filed with the Department of State)	establish the Association as a non-profit corporation under Florida law
By-Laws (Board adopts)	govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
Architectural Guidelines (Declarant adopts)	establish architectural standards and guidelines for improvements and modifications to Lots, including structures, landscaping, and other items on Lots
Use Restrictions (initial set attached as Exhibit "C")	govern use of property and activities within SummerCamp
Board Rules (Board adopts)	establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Area

Additional restrictions or provisions which are more restrictive than the provisions of this Declaration may be imposed on any portion of SummerCamp, in which case, the more restrictive provisions will be controlling. During the Development and Sale Period, no Person shall record any additional covenants, conditions, or restrictions affecting any portion of SummerCamp without Declarant's written consent. Thereafter, the Board must consent. Any instrument recorded without the required consent shall be void and of no force and effect.

If there are conflicts between Florida Law, the Declaration, the Articles, and the By-Laws, Florida law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail. If any court determines that any provision of this Declaration is invalid, or invalid as applied in a

particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

The Governing Documents apply to all Owners and any occupants of a Lot. They also apply to tenants, guests, visitors, and invitees of a Lot Owner.

Article II Concepts and Definitions

2.1. Defined Terms.

The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. The following terms, when capitalized, are defined as follows:

"Affiliate": Any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, partner, member, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

"Architectural Guidelines": The Community's architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV.

"Architectural Review Committee" or "ARC": The committee established to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article IV.

"Art of Living Director": The Association employee or agent hired or contracted with to create, foster, and enhance community, quality of life, and a vibrant atmosphere within SummerCamp.

"Articles": The Articles of Incorporation of SummerCamp Community Association Inc., filed with Florida's Department of State, as they may be amended. A copy of the Articles is attached to this Declaration as Exhibit "E."

"Association": SummerCamp Community Association, Inc., a Florida nonprofit corporation, its successors or assigns.

"Benefited Assessment": Assessments charged against a Lot or Lots for Association expenses benefiting only that particular Lot or Lot(s), as described in Section 8.5.

"Board": The body responsible for the general governance and administration of the Association, selected as provided in the By-Laws.

"Builder": Any Person who acquires Lots for the purpose of constructing homes for later sale to consumers in the ordinary course of its business.

"By-Laws": The By-Laws of SummerCamp Community Association, Inc., as they may be amended. A copy of the initial By-Laws is attached to this Declaration as Exhibit "D."

"Class "B" Control Period": The time period during which the Class "B" Member may appoint a majority of the Board members. The Class "B" Control Period begins upon the effective date of the formation of the Association by the filing of the Articles of Incorporation of the Association with the Florida Department of State and ends upon the earliest to occur of the following:

- (a) three months after 90% of the Lots permitted under the Master Plan are owned by Class "A" Members other than Builders;
- (b) December 31, 2019; or
- (c) when, in its discretion, the Class "B" Member terminates the Class "B" Control Period.

"Common Area": All real and personal property, including easements, which the Association owns, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners. Common Area includes the "Limited Common Area," as defined in Section 6.4.

"Common Expenses": The actual and estimated expenses the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate.

"Common Maintenance Areas": The Common Area, together with any other area for which the Association has or assumes maintenance or other responsibility.

"Community" or "SummerCamp": The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article IX.

"Community System(s)" or "System(s)": Any or all of a central telecommunication receiving and distribution system (e.g., cable television, high speed data/Internet/intranet services, and security monitoring), and its components, including associated infrastructure, equipment, hardware, and software, serving SummerCamp.

"Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Community, or the minimum standards established pursuant to the Architectural Guidelines, Use Restrictions, and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standard. The Community-Wide Standard may contain objective elements, such as specific house and Lot maintenance requirements, and subjective elements, such as matters subject to the Board's or the ARC's discretion. The

Community-Wide Standard may or may not be set out in writing. The Community-Wide Standard may evolve as development progresses and as SummerCamp matures.

"County": Franklin County, Florida.

"Declarant": The St. Joe Company, a Florida corporation, or any successor or assign as developer of all or any portion of SummerCamp who is designated as Declarant in a recorded instrument the immediately preceding Declarant executes. On all matters, Declarant may act through its Affiliates, including St. Joe Towns & Resorts, L.P., a Delaware limited partnership, or St. Joe Home Building, L.P., a Delaware limited partnership.

"Department": The Florida Department of Environmental Protection.

"Development and Sale Period": The period during which Declarant, any Affiliate of Declarant, or any Builder owns real property within the Community.

"Lot": A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and upon which a dwelling is intended for development, use, and occupancy. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot shall be shown on a Plat; provided, in the case of a building containing multiple dwellings for independent sale (e.g., attached townhouse units), each dwelling which may be sold independently shall be a separate Lot.

A parcel shall be deemed to be a single Lot until such time as a Plat subdivides all or a portion of the parcel. Thereafter, the subdivided portion shall contain the number of Lots shown on the Plat. Any portion not subdivided shall continue to be a single Lot.

"Master Plan": The land use plan for SummerCamp approved by the County, as it may be amended, which includes all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B." Declarant is not obligated to submit property shown on the Master Plan to this Declaration. In addition, Declarant may submit property to this Declaration which is not shown on the Master Plan.

"Member": Each Lot Owner, as described in Section 6.2. There are two membership classes - Class "A" and Class "B."

"Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

"Owner": The holder of the fee title to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (e.g., a Mortgagee). If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

"Person": An individual, a corporation, a partnership, a trustee, or any other legal entity.

"Plat": Any recorded land survey plat for all or any portion of SummerCamp.

"Private Amenities": Real property and facilities, if any, located within, adjacent to, near, or outside of the Community, which Persons other than the Association own and operate for recreational, commercial, or other related purposes.

"Regular Assessment": Annual assessments levied to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1.

"Service Area": A group of Lots designated as a separate Service Area in accordance with Section 6.4.

"Service Area Assessments": Assessments levied against the Lots in a particular Service Area or Service Areas to fund Service Areas Expenses, as described in Article VIII.

"Service Area Expenses": The actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, including any reserve for capital repairs and replacements and administrative charges authorized by this Declaration or the Supplemental Declaration(s) applicable to such Service Area.

"Special Assessment": Assessments charged against all Owners in accordance with Section 8.4.

"Supplemental Declaration": A recorded instrument which subjects additional property to this Declaration, identifies Common Area and/or imposes additional restrictions and obligations on the land described.

"Use Restrictions": The initial use restrictions, rules, and regulations governing the use of and activities on the Lots and the Common Areas set forth in Exhibit "C," as they may be amended under Article III or Article XIX.

2.2. Interpretation of Certain References.

(a) Recording. All references in the Governing Documents to a "recorded" legal instrument, or to "recordation" or the "recording" of a legal instrument, shall refer to an instrument filed, or the filing of a legal instrument in the official records of the County, or such other place designated as the official location for filing documents affecting title to real estate in the County in order to make them a matter of public record.

(b) Consent or Approval. All references in the Governing Documents to "consent" or "approval" shall refer to permission or approval which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

(c) Discretion and Determinations. All references in the Governing Documents to "discretion" or to the right to "determine" any matter shall refer to the sole and absolute power or

right to decide or act and, unless otherwise expressly limited in the Governing Documents, a Person entitled to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Article III Use and Conduct

3.1. Restrictions on Use, Occupancy, and Alienation.

The restrictions set forth in this Section may be amended only in accordance with Article XIX.

(a) Residential and Related Uses. Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an Owner or another resident of the Lot may conduct business activities on such Lot if the business activity is ancillary to the primary residential occupancy of the Lot and:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined in the Board's discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (A) such activity is engaged in full or part time, (B) such activity is intended to or does generate a profit, or (C) a license is required.

This Section shall not apply to restrict Declarant's, or Declarant's Affiliates', activities in the Community, nor shall it restrict the activities of Persons Declarant approves with respect to the development and sale of property in the Community. This Section shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities.

Leasing a residence is not a "business" within the meaning of this subsection.

(b) Leasing. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any

consideration or benefit, including a fee, service, or gratuity. A structure on the Lot which includes a dwelling may be leased only in its entirety (e.g., separate rooms within the same home may not be separately leased); provided, a detached "in-law suite" or "guest house" may be independently leased

All leases shall be in writing and shall have a term of at least three consecutive days. All leases must require that tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents; provided, the Governing Documents shall apply to tenants and other occupants regardless of whether such requirement specifically is set forth in the lease. The restrictions on lease terms set forth in this paragraph shall not apply to Lots Declarant or its Affiliates own.

Within ten days of a lease being signed, an Owner shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner is responsible for providing his or her tenant with copies of the Governing Documents. In addition to this sub-section (b), the Board may adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

(c) Occupants Bound. Owner shall be responsible for occupants of or visitors to his or her Lot complying with the Governing Documents. Owners are responsible for Governing Document violations by their tenants or other occupants of their Lots and for any damages their Lot's occupants or visitors cause to the Common Maintenance Areas, notwithstanding the fact that such Persons also are responsible for complying and may be sanctioned for any violation.

(d) Maximum Occupancy. The maximum number of Persons that may occupy the same dwelling on or in a residential Lot on a regular and consistent basis (as the Board determines) is the lesser of four Persons per bedroom, or the maximum permitted by any applicable governmental limitations.

(e) Subdivision of a Lot. A Lot may not be subdivided or its boundary lines changed after the closing of the original sale of the Lot by Declarant to any purchaser; provided, Declarant and any Affiliate of Declarant may subdivide, change the boundary line of, and replat any Lot it owns, and any such replat may change the boundaries of and incorporate any portion of any Common Areas into a Lot or Lots. In addition, during the Development and Sale Period, Declarant may convert Lots or portions thereof into Common Area.

(f) Setback Areas; Clearing Zone; Native Zone.

(i) No buildings, parking areas or structures or other improvements (except landscaping and the items permitted in the Native Zone, as referred to below) shall be permitted or erected within any setback areas, except as provided in subsection (g) below, unless otherwise permitted by law and all applicable governmental restrictions and permits, and approved in accordance with Article IV.

The setbacks, as well as the "Clearing Zone" and "Native Zone" shall be as provided in the Architectural Guidelines and as provided by applicable law.

(ii) In addition to the setback requirements above, the following further provisions are required for any "Native Zone" and "Special Firewise Area" in the Community. The Native Zone and Special Firewise Area for each Lot shall be as provided in the Architectural Guidelines and as provided by applicable law. The "Clearing Zone" is the 8-foot area surrounding the perimeter of a house footprint that may be cleared for construction of a dwelling without any restrictions on such clearing.

(A) The "Native Zone" is the area between the side property lines of a Lot and the 10-foot side setbacks, and from the front property line of a Lot (the property line adjacent to the roadway) to the Clearing Zone. The Native Zone area from the front of the property line of a Lot must be a minimum of 10 feet. Only necessary clearing, improvements, and maintenance associated with driveways, utility easements, drainage easements, pedestrian easements, nature trails, and on-site wetland mitigation activities are allowed in any portion of the Native Zone.

(B) The Native Zone is also a Special Firewise Area. While the entire site plan must reflect attention to "firewise" design and landscaping, the Native Zone is intended to be a special buffer. This area must be maintained in a "firewise" manner both during and after construction of a dwelling on a Lot. Maintenance in a firewise manner entails the following:

- (I) Removal of "ladder fuels" that can link the grasses and the tree tops during a fire;
- (II) Hand-pruning of tree limbs in a manner such that the lowest limb is no closer than 10 feet from the ground;
- (III) Removal of leaf clutter from the roof and yard; and
- (IV) Removal of dead or overhanging branches.

Owners are responsible for the maintenance of their Lots in accordance with this subsection. The descriptions in this subsection are only general descriptions of these zones and the Architectural Guidelines and applicable law shall control all questions and issues relating to the application and interpretation of these zones and the restrictions applicable to these zones.

(g) Wetlands and Other Water Bodies.

(i) Wetlands, wetland setbacks, and any other body of water within SummerCamp are part of the Community's stormwater management system and no active use of wetlands, wetland buffers, or bodies of water within the Community is permitted, except as otherwise allowed by law and subject to the Board's right to enact rules governing such use. Notwithstanding the above, to the extent permitted by law and all applicable governmental restrictions and permits, Declarant or the Association may construct and maintain unpaved paths, trails, or boardwalks for pedestrian or bicycle use within wetlands or wetland buffer areas (including areas contained within the boundaries of a Lot), may permit active use of the Gulf of Mexico, and may construct a community dock and no more than 10 community piers extending

into the Gulf of Mexico. The Association may regulate recreational use of, and shall maintain repair, replace, and insure, such dock and community piers as a Common Expense. The Board may require an Owner to install a sign on his or her Lot to identify wetland or wetland setback areas.

(ii) Except as provided in the immediately preceding subsection (g), no buildings, parking areas or structures or other improvements shall be permitted or erected within the 50-foot setback area extending from property designated as wetlands or the Gulf of Mexico, unless otherwise permitted by law and all applicable governmental restrictions and permits, and approved in accordance with Article IV.

(iii) On residential Lots where the 50-foot wetland setback encroaches into the Lot, no structures shall be constructed within 10 feet of the 50-foot wetland setback.

(h) Natural Vegetated Buffer. All Lots will be subject to Natural Vegetated Buffers ("NVB"), as provided in the Architectural Guidelines. The NVB is an area between the Clearing Zone and the side setbacks of a Lot, and an area between the Clearing Zone and the rear property line of a Lot. These NVB's are to remain intact and undisturbed in perpetuity except that the following may be permitted in such buffer areas, subject to such approval as may be required pursuant to Article IV:

(i) necessary clearing, improvements and maintenance associated with nature trails and on-site wetland mitigation activities;

(ii) a footpath not to exceed 10 feet in width within the NVB, extending to the back of the lot or water;

(iii) a maximum 10-foot by 10-foot wooden platform at the end of the path and within the NVB;

(iv) vegetative understory may be removed by non-mechanical means to allow views, provided that all vegetation less than three feet in height is maintained in a natural condition; and

(v) dead trees may be removed and live trees may be thinned by non-mechanical means to mitigate fire fuel loads within the NVB.

Declarant and the Association may, but shall not be obligated to, undertake any of the foregoing activities or improvements without the necessity of complying with the procedures in Article IV.

The description of the NVB in this subsection is only a general description of this zone and the Architectural Guidelines and applicable law shall control all questions and issues relating to the application and interpretation of the NVB and the restrictions applicable to the NVB.

(i) Critical Shoreline District. Some Lots within the Community are located within the Critical Shoreline District, as created by the County. This Ordinance affects all Lots located within 150 feet landward of all Waters of the State and Wetlands of Franklin County. Any development within the Critical Shoreline District is limited to maximum lot coverage of 20%.

(j) Turtle Lighting. Any Lot and any structure thereon, may be subject to lighting restrictions due to its location in relationship to the beach areas. Such restrictions are provided by operation of law and are required in order to reduce interference with Turtle life. Please refer to the Architectural Guidelines and the Use Restrictions with respect to such matters.

(k) Conservation Easement. Declarant hereby reserves for itself, its successors, successors-in-title, and assigns, the right to create and grant conservation easements over portions of Lots or outside the boundaries of any Lot, which conservation easements may be granted to the Association or to any domestic not-for-profit organization or association formed to promote conservation of natural resources and to protect the environment. Such conservation easements may limit use of the areas subject to the conservation easements and may restrict clearing, grubbing, and other surface removal of natural ground cover except when associated with permitted uses in such areas, as set forth in the instrument creating the conservation easement.

(l) Limits on Vegetation Types and Vegetation Maintenance. In order to protect the unique environmental setting of the SummerCamp community, planting and maintenance of vegetation by residents shall be subject to the following prohibitions and limitations:

(i) The planting of exotic vegetation is prohibited;

(ii) Clearing and grubbing in any area outside of an "eight-foot clear zone" around the dwelling on a Lot is prohibited, per NVB standards;

(iii) On all residential Lots south of U.S. 98, turf grass within the eight-foot clear zone shall be limited to native Bahia Grass, Muhley Grass, Blue-Eyed Grass, and native St. Augustine Grass;

(iv) Pesticides, herbicides, and/or fertilizers shall not be used on residential Lots except strictly in accordance with label instructions; and

(v) Except as otherwise provided in this Declaration, all landscaping materials shall be selected from a pre-approved palette of plants native to the north Florida coastal region and xeric landscaping practices shall be utilized at all times.

3.2. Owners' Acknowledgment and Notice to Purchasers.

Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot is limited and affected by the Use Restrictions and Board rules, which may change from time to time. All Lot purchasers are on notice that the Association may have adopted changes to the Use Restrictions and that such changes may not be set forth in a

recorded document. Copies of the current Use Restrictions and Board rules may be obtained from the Association.

3.3. Rule Making Authority.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may change (i.e., modify, cancel, limit, create exceptions to, or add to) the Use Restrictions. The Board shall notify the Members of any proposed change at least five business days before the Board meeting to consider the change. For such purpose, notice may be given by first class mail, electronic mail, by posting in a prominent place in the Common Area, or such other reasonable method as the Board deems appropriate. The Members shall have a reasonable opportunity to be heard at such Board meeting.

The proposed change shall be approved unless disapproved by a majority of the Class "A" votes, or by the Class "B" Member, if any. The Board is not obligated to call a meeting of the Members to consider disapproval except upon petition of the Members in the manner required under the By-Laws for requesting special meetings. If the Board receives such a petition before the change's effective date, the change shall not become effective until after a meeting is held, and then subject to the outcome of the meeting.

(b) Alternatively, Members representing a majority of the Class "A" votes, at an Association meeting duly called for such purpose, may vote to change the Use Restrictions then in effect. Any such change shall require approval of the Class "B" Member, if any.

(c) Before any Use Restriction change becomes effective, the Board shall send a copy of the new or changed Use Restriction to each Owner. The change does not become effective until 30 days following distribution to the Owners. The Association shall provide to any requesting Member or Mortgagee, without cost, a copy of the Use Restrictions then in effect.

(d) No action taken under this Article shall have the effect of modifying, repealing, or expanding the Architectural Guidelines or any provision of this Declaration other than the initial Use Restrictions. In the event of a conflict between the Architectural Guidelines and the Use Restrictions, the Architectural Guidelines shall control. In the event of a conflict between the Use Restrictions and any provision within this Declaration (exclusive of the Use Restrictions), the Declaration provision shall control.

(e) The procedures described in this Section 3.3 are not intended to apply to reasonable rules and regulations relating to use and operation of the Common Area, which the Board may adopt by resolution, or other administrative rules, unless the Board chooses, in its discretion, to submit to such procedures.

3.4. Protection of Owners and Others.

Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in Exhibit "C," the Association's actions with respect to Use Restrictions and rules must comply with the following:

(a) Similar Treatment. Similarly situated Owners must be treated similarly. Use Restrictions and rules may vary by Service Area (as defined in Section 6.4).

(b) Displays. Owners' rights to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions, including restrictions on size and scope, with respect to such displays.

The Association shall not regulate the content of political signs; however, it may regulate the time, place, and manner of posting such signs (including design criteria).

(c) Activities Within Dwellings. Generally, the Association shall not interfere with activities carried on within a dwelling; however, it may prohibit activities not normally associated with residential property, and it may restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that are an unreasonable source of annoyance.

(d) Alienation. The Association shall not prohibit leasing or transfer of any Lot, or require the Association's or the Board's consent prior to leasing or transferring a Lot. The Association may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee on the lease or transfer of any Lot. In addition, among other things, Section 3.1(b) imposes a minimum lease term.

(e) Abriding Existing Rights. The Association may not require an Owner to dispose of personal property that was in or on a Lot in compliance with previous rules. This exemption shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

(f) Reasonable Rights to Develop. The Association may not impede Declarant's right to develop SummerCamp.

The limitations in subsections (a) through (e) of this Section shall not apply to amendments to this Declaration adopted in accordance with Article XIX.

Article IV Architecture and Landscaping

4.1. General.

Except for work done by or on behalf of Declarant or any Affiliate of Declarant, no structure or thing shall be placed, erected, or installed upon any Lot, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations, or planting or removal of landscaping) shall take place within SummerCamp, except in compliance with this Article and the Architectural Guidelines.

Any Owner may remodel, paint, or redecorate the interior of any structure on his or her Lot without approval. However, modifications to the interior of screened porches, patios, and any other portions of a Lot visible from outside a structure are subject to approval.

Improvements shall be constructed by qualified Persons acceptable to Declarant; provided, Declarant shall not unreasonably withhold its acceptance.

This Article does not apply to Declarant's activities, or its Affiliates' activities, or to the Association's activities during the Class "B" Control Period.

4.2. Architectural Review.

(a) By Declarant. Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Community. Declarant's rights under this Article shall continue until all Lots proposed under the Master Plan have been conveyed to Class "A" Members other than Builders and have been improved with a dwelling for which a certificate of occupancy has been issued by the County, unless Declarant earlier terminates its rights in a recorded instrument. Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the Architectural Review Committee. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to: (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction; and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Architectural Review Committee. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters. When appointed, the ARC shall consist of at least three, but not more than five, persons. Members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the

Board may establish. The ARC members shall serve and may be removed and replaced in the Board's discretion.

The Board may create and appoint subcommittees of the ARC. Subcommittees may be established to preside over particular areas of review (e.g., landscape plans) and shall be governed by procedures the Board or the ARC may establish. Any subcommittee's actions are subject to review and approval by Declarant, for as long as Declarant may review the ARC's decisions, and the ARC. Notwithstanding the above, neither the ARC nor Declarant shall be obligated to review all actions of any subcommittee, and the failure to take action in any instance shall not be a waiver of the right to act in the future.

Unless and until such time as Declarant delegates any of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Reviewer. For purposes of this Article, the "Reviewer" is the entity (whether Declarant or its designee, or the ARC) having jurisdiction over architectural review in a particular case.

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals it employs or with whom it contracts. The Board may include the compensation of such Persons in the Association's annual operating budget. The Reviewer may also establish and charge a compliance deposit, which shall secure that all construction be completed in accordance with the Architectural Guidelines, and which shall be refundable in the event of completion and compliance of the improvements in accordance with the Architectural Guidelines.

4.3. Guidelines and Procedures.

(a) Architectural Guidelines. Declarant may prepare the initial Architectural Guidelines, which may contain general provisions applicable to all of SummerCamp as well as specific provisions which may vary according to location within the Community or product type. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee an application's approval.

Declarant shall have sole and full authority to amend the Architectural Guidelines during the Development and Sale Period. Declarant's right to amend shall continue even if its reviewing authority is delegated to the ARC, unless Declarant also delegates the power to amend. Upon termination or delegation of Declarant's right to amend, the Board may amend the Architectural Guidelines.

Amendments to the Architectural Guidelines shall be prospective only. They shall not require modifications to or removal of structures previously approved once the approved

construction or modification has begun. However, any new work on such structures must comply with the Architectural Guidelines as amended. Subject to the Community-Wide Standard, there is no limit to the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

In Declarant's discretion, the Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

(b) Procedures. Unless the Architectural Guidelines provide otherwise, no construction activities or other activities described in Section 4.1 may begin until a request is submitted to and approved by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer or the Architectural Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior materials and colors, xeriscaping, drainage, exterior lighting, and other features of proposed construction as the Reviewer requires. The Association may retain a complete set of submitted plans and specifications for each Lot in its records.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed exterior design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to the provisions of Article XIII nor shall they be subject to judicial review so long as they are made in good faith and in accordance with the required procedures.

The Reviewer shall make a determination on each application within 45 days after receipt of a completed application and all other information it requires. The Reviewer may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage. The Reviewer may: (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of a final determination on any application within five days after such determination is made. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

During the Development and Sale Period, the ARC shall notify Declarant in writing within three business days of any action (*i.e.*, approval, partial approval, or disapproval) it intends to take under this Article. A copy of the application and any additional information that Declarant may require shall accompany the notice. During such time, Declarant shall have the right, in its discretion, to veto any ARC action; provided, Declarant's right to veto must be exercised within 10 business days after it receives notice of the ARC's action. The party submitting the plans for

approval shall not be notified of the ARC's action until after Declarant's right to veto has been exercised or has expired.

The Reviewer shall notify the applicant in writing of a final determination on any application within five days after such determination is made or, with respect to any ARC determination subject to Declarant's veto right, within five days after the earlier of: (i) receipt of notice of Declarant's veto or waiver thereof; or (ii) expiration of the 10-day period for exercise of Declarant's veto. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

If the Reviewer fails to respond in a timely manner, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines unless a written variance has been granted pursuant to Section 4.5.

Notice shall be deemed given at the time the envelope containing the response is deposited in U.S. mail. Personal or electronic delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant.

As part of any approval, the Reviewer may require that construction in accordance with approved plans commence within a specified time period. If construction does not commence within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities. Once commenced, construction must be diligently pursued to completion. All construction work shall be completed within one year of commencement unless otherwise specified in the notice of approval or the Architectural Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action by the Association or Declarant.

Declarant or the Board, with Declarant's consent, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.4. No Waiver of Future Approvals.

Each Owner acknowledges that the people reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval of similar applications, plans, or other matters subsequently or additionally submitted for approval.

4.5. Variances.

The Reviewer may authorize variances from compliance with any of the Architectural Guidelines and any procedures when it determines that circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations justify such a variance, however, the Reviewer shall under no circumstances be obligated to grant variances. No variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration or any permit provision applicable to the SummerCamp development; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires Declarant's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent.

4.6. Limitation of Liability.

This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of SummerCamp. The standards and procedures do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Declarant, Declarant's Affiliates, the Association, its officers, the Board, the ARC, the Association's management agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a Builder in the Community; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction or modifications to any Lot. The Association shall defend and indemnify the Board, the ARC, the members of each, and the Association officers as provided in Section 7.6.

4.7. Enforcement.

Any construction, alteration, or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action. Upon written request from the Association or Declarant, an Owner shall, at his/her own cost and expense, and within a reasonable time frame identified in the request, cure the violation or restore the Lot to substantially the same condition as existed before the violation occurred. Should an Owner fail to cure the problem or otherwise restore the property as required, the Association, Declarant, or their designees shall have the right to enter the property, remove the violation, and restore the property. Should an Owner fail to cure any problem involving any unauthorized changes to any operational components of the stormwater management system, any violation of the eight-foot clear zone limitation (as described in Section 3.1(I)), any violation of the prohibition against planting exotic vegetation, or any violation of the prohibition against the use of fertilizers, herbicides, or pesticides not in accordance with label instructions, the Association, Declarant, or their designees shall have an obligation to

enter the property, remove the violation, and restore the property within a reasonable time. All costs, together with interest at the rate the Board establishes (not to exceed the maximum rate then allowed by law), may be assessed against the benefited Lot and collected as a Benefited Assessment.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work by the deadline imposed, Declarant or the Association may, after notifying the Owner and allowing an opportunity to be heard in accordance with the By-Laws, enter upon the Lot and remove or complete any incomplete work and assess all costs incurred against the Lot and its Owner as a Benefited Assessment.

Any act of any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded from the Community, subject to the notice and hearing procedures contained in the By-Laws. Declarant, Affiliates of Declarant, and the Association, and their respective officers and directors, shall not be held liable to any Person for exercising the rights granted by this paragraph.

The Association shall be primarily responsible for enforcing this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, during the Development and Sale Period, may, but shall not be obligated to, exercise the enforcement rights set forth above. In such event, Declarant may assess and collect Benefited Assessments against the violating Owner and assert the Association's lien rights pursuant to Article VIII. The Association hereby assigns to Declarant such rights and authority, including the right to all funds collected, and no further assignments shall be required.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the Reviewer's decisions. If the Association or Declarant prevails, they shall be entitled to recover all costs including, without limitation, attorneys' fees and court costs, reasonably incurred in such action. The alternative dispute resolution provisions set out in Article XIII shall not apply to actions by Declarant or the Association to enforce the provisions of this Article or the Reviewer's decisions.

Article V Maintenance and Repair

5.1. Maintenance of Lots.

Each Owner must maintain his or her Lot, including all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, and any other applicable covenants, unless such maintenance responsibility is otherwise assumed by the Association or assigned to the Association by Declarant under any Supplemental Declaration or additional covenants applicable to such Lot.

5.2. Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement as necessary to maintain the property to a level consistent with the Community-Wide Standard.

In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV. Alternatively, the Owner shall clear the Lot of the structure and debris and maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

Article VI The Association and its Members

6.1. Function of Association.

The Association is the entity responsible for management, maintenance, operation, and control of the Common Maintenance Areas. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a community association manager or management company for such purposes. The Board is appointed or elected as provided in the By-Laws.

6.2. Membership.

Every Owner is a Member of the Association; provided, there is only one membership per Lot. If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described below and in the By-Laws. Co-Owners may not simultaneously use or benefit from the rights granted to Members. Co-Owners are jointly and severally obligated to perform the responsibilities of a Member. The membership rights of an Owner which is not an individual (e.g., a corporation) may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association's Secretary.

The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except Declarant and, during the period of Class "B" membership, any Affiliate of Declarant.

(b) Class "B". The Class "B" Member shall be, collectively, Declarant and any Affiliate of Declarant owning a Lot. The Class "B" membership terminates upon the earlier of: (i) when 100% of the Lots permitted under the Master Plan are issued certificates of occupancy and are owned by Class "A" Members other than Builders; or (ii) when, in its discretion, Declarant so declares in a recorded instrument.

6.3. Voting.

(a) Class "A". Class "A" Members have one equal vote for each Lot they own, except that there is only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Section 8.10.

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

(b) Class "B". The Class "B" Member shall not vote, but may appoint a majority of the Board members during the Class "B" Control Period, as specified in the By-Laws, and may exercise the additional rights specified throughout the Governing Documents. Unless Declarant delegates such authority, Declarant shall act as, and on behalf of, the Class "B" Member on all matters. Upon termination of the Class "B" membership, Declarant and Declarant's Affiliates shall be Class "A" Members entitled to one Class "A" vote for each Lot they own.

6.4. Service Areas.

During the Development and Sale Period, Declarant retains the right, but not the obligation, by Supplemental Declaration, to establish separate Service Areas within the Community, and to designate particular portions of the Common Area as being "Limited Common Area," reserved for the exclusive use of Owners within one or more, but less than all such Service Areas. The Lots within a designated Service Area may be subjected to additional covenants, conditions, restrictions, and additional assessments for services provided to Lots within such designated Service Area. If so designated in a Supplemental Declaration, the Association shall be responsible for administering and enforcing such additional covenants, conditions, and restrictions, and for collecting such additional assessments.

The Association may provide a higher level of services or special services to any Service Area in accordance with a Supplemental Declaration or if deemed necessary or appropriate by the Board, in its discretion. In addition, any group of Owners within a Service Area may petition the Board to request that the Association provide a higher level of service than the Association generally provides or that the Association provide special services for the benefit of Lots in the Owners' Service Area. Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify all Owners in the Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Owners of at least 67% of the Lots within the Service Area approve the proposal in writing, the Association shall provide the requested service(s). Except where directed by a Supplemental Declaration, the Association, in the Board's discretion (i) may provide service(s) to all Lots in the Service Area and assess the cost of such service(s), which may include a reasonable administrative charge in such amount as the Board deems appropriate, against each Lot within such Service Area as a Service Area Assessment, or (ii) may provide the service(s) only to the requesting Owners and, in such case, assess the costs, including any reasonable administrative charge, as a Benefited Assessment in accordance with Section 8.5. Any

administrative charge shall apply at the same rate per Lot to all Service Areas receiving the same service.

Article VII Association Powers and Responsibilities

7.1. Acceptance and Control of Association Property.

(a) The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others.

(b) Declarant or its designees may transfer to the Association, and the Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in Exhibit "A" or "B." Upon Declarant's written request, the Association shall transfer back to Declarant any real property originally conveyed to the Association for no payment, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

(c) The Association is responsible for management, operation, and control of the Common Area, subject to any covenants, easements, or restrictions set forth in the deed or other instrument transferring the property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate. The Association may enter into a property management agreement with any Person, including Declarant or any Affiliate of Declarant.

7.2. Maintenance of Common Maintenance Areas.

The Association shall maintain the Common Maintenance Areas in accordance with the Community-Wide Standard. The Common Maintenance Areas shall include, but are not limited to: (a) the Common Area, including common piers, boardwalks, and trails; a day dock or boat house; any community beach club and/or pool; the community center; gathering cottages; channel/shoal markers; private streets, including street lights; sidewalks and landscaping and irrigation along such streets; community entry features, and other landscaping, structures, and improvements on the Common Area; (b) areas within Pedestrian Easements shown on Plats and described in Section 11.9, whether solely identified as such or coupled with drainage and utility easements, and areas within the Pedestrian Easements shown on Plats and described in Section 11.12, including sandy beach areas within SummerCamp which border the Gulf of Mexico, including those beach areas within the 50-foot Pedestrian Easement area located within the boundaries of any Lot; (c) such portions of any additional property (e.g., landscaping within public rights-of-way, etc.) as may be dictated by Declarant, this Declaration, any Supplemental Declaration, any Plat, or any contract, covenant, or agreement for maintenance entered into by, or for the benefit of, the Association; and (d) all bodies of water, ditches, culverts, and/or wetlands located within SummerCamp which serve as part of the Community's stormwater management system, including associated improvements and equipment, but not including any such areas,

improvements, or equipment maintained by the County or any other governmental or quasi governmental body. After the stormwater management system is transferred to the Association for operation, the Association shall maintain that system in accordance with permit requirements, and shall be responsible for implementing any remedial action ordered by the Department in the event of water quality violations caused by the construction or operation of the SummerCamp stormwater management system.

The Association may maintain other property which it does not own, including property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the property owner consents. The Association shall assume responsibility for keeping the beach clean of garbage, trash, and any other unnatural material. The Association shall be responsible for conducting controlled burning of underbrush on an as needed basis, pursuant to Section 16.10. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Maintenance Areas, including all stormwater areas, in continuous operation, except for any periods necessary, as determined by the Board, to perform required maintenance or repairs. Notwithstanding the above, the Common Maintenance Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Declarant's prior written approval during the Development and Sale Period.

The costs associated with maintenance, repair, and replacement of the Common Maintenance Areas shall be a Common Expense. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Maintenance Areas pursuant to this Declaration, a Supplemental Declaration, or other recorded covenants or agreements.

Unless Declarant expressly agrees in writing with the Association to pay the costs of maintaining any portion of the Common Maintenance Areas, Declarant shall have no such obligation, regardless of any inferences which may be drawn from promotional or other materials.

7.3. Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, may obtain and continue in effect any or all of the following types of insurance, as deemed necessary or advisable in the Board's business judgment and as may be reasonably available:

(i) blanket property insurance covering all insurable improvements within the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership (All Association property insurance policies shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes);

(ii) commercial general liability insurance on the Common Maintenance Areas insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence and in the aggregate with respect to bodily injury, personal injury, and property damage;

(iii) directors and officers liability coverage;

(iv) commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds; and

(v) such additional insurance as the Board, in its business judgment, determines advisable.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Service Area (as described in Section 6.4), obtain and maintain property insurance on the insurable improvements within such Service Area and commercial general liability insurance for the Service Area. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Lot insured.

Unless otherwise provided in a Supplemental Declaration, premiums for Common Maintenance Area insurance shall be a Common Expenses.

Unless otherwise specifically provided in a Supplemental Declaration, Association property and liability insurance covers only the Common Maintenance Areas and improvements within the Common Maintenance Areas, but does not cover Lots, and it is the responsibility of each Owner to insure its Lot and the contents of its Lot.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Franklin County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

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

To the extent available at reasonable cost and terms, all Association insurance coverage shall:

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

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(iii) not be brought into contribution with insurance purchased by individual Owners, their Mortgagees, or any occupants of a Lot;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

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

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

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

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

Damaged improvements on the Common Area (other than Limited Common Area) shall be repaired or reconstructed unless Members representing at least 75% of the total Class "A" votes in the Association and the Class "B" Member, if any, decide within 60 days after the loss not to repair or reconstruct. If the damage is to Limited Common Area, any decision not to restore the damaged improvements shall require the approval of the Board and Owners representing at least 75% of the

Lots to which such Limited Common Area is assigned. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period may be extended until such funds or information are available. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. The provisions of this subsection allowing decisions to not repair or reconstruct improvements on the Common Area do not apply to the stormwater management system, which must be repaired, in accordance with permit requirements, if damaged or destroyed.

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

The Association shall retain in a reserve fund for capital items any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, for the benefit of the Members. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

7.4. Compliance and Enforcement.

(a) The Board may impose sanctions for Governing Document violations, which sanctions include those listed below and any others described elsewhere in the Governing Documents. The Board may establish a range of penalties for different violations, with violations of the Declaration, unsafe conduct, and harassment or intentionally malicious conduct treated more severely than other violations. The following sanctions require prior notice and an opportunity for a hearing in accordance with the By-Laws:

(i) imposing reasonable monetary fines, not to exceed \$100.00 per violation (or per day in the case of a continuing violation, except that, in the case of a continuing violation, only a single notice and opportunity for hearing is required). Fines may be imposed within a graduated range. There is no limit on the aggregate amount of any fine for a continuing violation;

(ii) suspending an Owner's right to vote (except that no hearing is required if the Owner is more than 90 days delinquent in paying any Regular Assessment);

(iii) suspending any Person's right to use Common Area amenities (except that no hearing is required if the Owner is more than 30 days delinquent in paying any assessment or other charge owed the Association); provided, nothing shall authorize the Board to impair an Owner or occupant's access to his or her Lot;

(iv) suspending any services provided by the Association (except that no hearing is required if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association);

(v) exercising self-help or taking action to abate any violation of the Governing Documents occurring on a Lot in a non-emergency situation (including removing personal property that violates the Governing Documents); and

(vi) levying Benefited Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement actions to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

(i) exercising self-help or taking action to abate a violation on a Lot in an emergency situation (including towing vehicles that are in violation of parking rules and regulations);

(ii) exercising self-help or taking action to abate a violation on the Common Area under any circumstances; or

(iii) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may record a notice of violation or perform the required maintenance and assess its costs against the Lot and the Owner as a Benefited Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action. Moreover, if an Owner is legally responsible for damage inflicted on any portion of the Common Maintenance Area, the Association may direct such Owner to repair such damage or the Association may make the repairs and recover damages from the responsible Owner.

The above sanctions shall not apply to Declarant or any Affiliate of Declarant or to any Lot owned by Declarant or any of its Affiliates. All sanctions and remedies set forth in the Governing Documents are in addition to any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party may recover all of its costs incurred in the action, including, without limitation, court costs and reasonable attorneys' fees.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

By contract or other agreement, the Association may enforce applicable city and county ordinances. In addition, the County and other governmental authorities having jurisdiction may enforce their ordinances within SummerCamp.

7.5. Implied Rights: Board Authority.

The Association may exercise any right or privilege given to it expressly or by reasonable implication by the Governing Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all of the Association's rights and powers may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Maintenance Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Association or the Members. In exercising the Association's rights and powers, making decisions on the Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Association's affairs, Board members and the Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

7.6. Indemnification of Officers, Directors, and Others.

The officers, directors, and committee members, acting in such capacity, shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability for any contract or other commitment made or action taken in good faith on the Association's behalf.

Subject to Florida law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section. This right to indemnification shall not be exclusive of any other rights which any present or former officer, director, or committee member may have. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.7. Provision of Services.

The Association may provide, or provide for, services and facilities for all or any of the Owners and their Lots, and may enter into contracts or agreements with other entities, including Declarant or its Affiliates, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities under Article VIII, or may include the costs in the Association's budget as a Common Expense and assess it as part of the Regular Assessment, if provided to all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, telephone, Internet access, security monitoring, caretaker, transportation, fire protection, utilities, trash collection and recycling, canoe or kayak rental, and similar services and facilities.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

7.8. Relationships with Other Properties.

The Association may enter into contractual agreements or covenants to share costs with any neighboring properties or Private Amenities to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance.

7.9. Relationship with Governmental and Tax-Exempt Organizations.

The Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to, state or local governments, public utility providers, and non-profit, tax-exempt organizations for the benefit of SummerCamp, the Association, and the Members. The Association may contribute money, real property (including Common Area), personal property, or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

7.10. Right To Designate Sites for Governmental and Public Interests.

During the Development and Sale Period, Declarant may, but is not obligated to, designate sites within SummerCamp for government, education, or religious activities and interests, including without limitation, fire, police, and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. Such sites may include Common Area, in

which case the Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if so directed by Declarant.

7.11. Education and Training.

In recognition of the fact that Owners, tenants, and other residents who are well-informed regarding their community's structure and governance, and their rights and responsibilities in the community, have greater capacity to participate in civic life and in the affairs of the community, the Association may establish education, training, and orientation programs, including "continuing" education programs, for all members of the SummerCamp community. The Association may utilize any appropriate method to achieve the goal of educating the members of the Community, including a community intranet and coordinated activities with the Art of Living Director, one or more committees, or Board members.

7.12. Use of Technology.

In recognition of the opportunities offered through computers and continuing advancements in the high technology fields, the Association may, as a Common Expense, provide for or offer services that make use of computers and other technological opportunities. For example, to the extent Florida law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send required notices by electronic means; hold Board or Association meetings and permit attendance and voting by electronic means; send and collect assessment and other invoices over the computer; sponsor a community cable television channel; create and maintain a community intranet or Internet home page offering interactive participation opportunities for users; maintain an "online" newsletter or bulletin board; make the Governing Documents available electronically; and provide funding for any of the above purposes.

7.13. Bulk Rate Service Agreements.

The Association may enter into contracts, including bulk rate service agreements, with providers of Community Systems components and other utilities and with other Persons for the maintenance, management, administration, upgrading, modification, and operation of the Systems and utilities. The Association's expenses in connection with any such bulk rate contracts shall be a Common Expense to be included in the Regular Assessment; provided, if particular or additional services or benefits are provided to particular Lots, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as a Benefited Assessment.

The terms of any Association contract for Community Systems or other utilities may obligate individual Owners or occupants to execute subscription agreements or other contracts directly with the Persons providing components or services prior to gaining access to the System or utility, or in the alternative, the Association may execute a subscription agreement or contract on behalf of and binding on all Owners. Such subscription agreements or other contracts may contain terms and conditions relating to use and access to the Community System or utility which, if violated by the Owner or occupant of a Lot, may result in services to such Owner or occupant's

Lot being terminated by the System or utility provider or by the Association. The termination of service for such a violation shall not relieve the Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining to the Community Systems or common utilities.

The Association shall have no obligation to utilize any particular provider or providers; provided, except for cause (as defined under a written agreement with the provider), the Association may not, without Declarant's consent, terminate or refuse to renew any contract entered into during the Class "B" Control Period.

7.14. Compliance with Obligations.

The Association shall assume Declarant's (and Declarant's Affiliates') responsibilities to the County and its governmental or quasi-governmental subdivisions, any state and federal agencies, and similar entities of any kind with respect to the operation and maintenance of the Common Area, and shall indemnify and hold Declarant and its Affiliates harmless with respect to such assumed responsibilities. In addition, the Association shall comply with other governmental or quasi-governmental permits, approvals, or regulations concerning the Community.

7.15. Resource Management Plan.

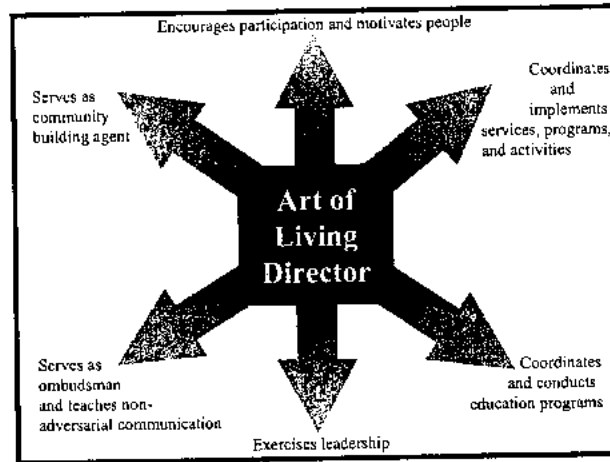
The Association, in cooperation with the Department and such other local, state, and federal government agencies as may have jurisdiction, shall establish and implement, as a Common Expense, an ongoing resource management plan for SummerCamp which includes, without limitation, plans and procedures for:

- (a) managing wetlands within the Community, whether located on Lots or Common Area;
- (b) minimizing fire hazards; and
- (c) maintaining and enhancing wildlife habitats.

Such resource management plan may include delegation or assignment of responsibilities to a land trust or other entity. The plan shall be consistent with applicable law and may include, without limitation, selected thinning, pruning, and clearing of vegetation, ecological burning, pesticide and herbicide usage, exotic plant and animal removal, usage of heavy equipment and machinery, and such other practices as the Board may determine necessary or beneficial for the proper management of the natural resources within the Community. Vegetation management under the mitigation plan approved as part of Department permit number [REDACTED]-DF must be conducted under the supervision of a forester and/or restoration ecologist familiar with the site, and may not be conducted independently by residents.

7.16. Art of Living Director.

The Association may create and fund the position of "Art of Living Director" for the collective benefit of the SummerCamp community. The Art of Living Director's role shall be to create, foster, and enhance community and the quality of life within SummerCamp by providing leadership for the overall planning, development, execution, and continuing evaluation of SummerCamp's "community creation program." SummerCamp's community creation program shall include such community-building activities, services, and programs as the Board deems necessary, desirable, or appropriate.



The Art of Living Director's specific responsibilities shall be those assigned by the Board and may include the following:

- (a) coordinating, promoting, and facilitating community-wide events and activities;
- (b) conducting educational programs and contracting for and coordinating higher-level, specialized education;
- (c) organizing and promoting sports or recreational leagues;
- (d) serving as an ombudsman within SummerCamp by teaching and practicing "non-adversarial communication" and, when the need arises, mediating, listening to, diffusing, or otherwise intervening to solve disputes and conflicts at the request of the parties involved;
- (e) working with volunteers and staff members and cooperating with the Board to implement the Association's objectives and administer its daily affairs;
- (f) motivating Owners, residents, and invitees to participate in and volunteer their time and skills for community events and activities; and

- (g) seeking out new opportunities for building community life and spirit.

The Art of Living Director may be employed or otherwise contracted for by the Association on a part-time or full-time basis. The Board shall establish the Art of Living Director's compensation and may modify such compensation from time to time to reflect changes in the employment market, the Association's economic viability, and other relevant factors. In addition, the Board shall fund the Art of Living Director's operational expenses in such amounts as the Board deems sufficient. The Board may enact rules to ensure the successful creation, staffing, funding, operation, execution of duties, and continuity of the Art of Living Director position.

Article VIII Association Finances

8.1. Budgeting and Allocating Common Expenses.

The Association is authorized to levy Regular Assessments equally against all Lots subject to assessment under Section 8.6 to fund the Common Expenses. Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, including any prior year's surplus or deficit, any non-assessment income, and anticipated assessment income. The budget also shall separately reflect all fees for recreational amenities as required under Florida law.

In determining the Regular Assessment, the Board may consider any assessment income expected to be generated from any property reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the final budget and notice of the amount of the Regular Assessment to each Owner at least 30 days before the fiscal year begins. The budget shall not be subject to Owner approval and there shall be no obligation to call an Owners' meeting to consider the budget. However, if and as required by Florida law, Owners shall be given notice of and the opportunity to attend Board meetings at which assessments are to be considered and levied. If any proposed budget is disapproved pursuant to Section 8.9, or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Regular Assessment from time to time during the year, subject to Section 8.9 and the notice requirements set forth above and in Florida law.

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

continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

8.2. Budgeting and Allocating Service Area Expenses.

The Association is authorized to levy Service Area Assessments equally against all Lots subject to assessment in a Service Area to fund Service Area Expenses or in accordance with such other allocation schedule as may be provided for in a Supplemental Declaration.

Before the beginning of each fiscal year, the Board shall prepare separate Service Area budgets covering the estimated Service Area Expenses, if any, for each Service Area during the coming year. Separate Service Areas may share the same Service Area Expenses. Each such budget shall include any costs for additional services or a higher level of services approved pursuant to Section 6.4 and any contribution to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, including any prior year's surplus or deficit, any anticipated non-assessment income, and assessment income anticipated from the Lots in the Service Area(s).

The Board shall send a copy of the Service Area budget and notice of the amount of the Service Area Assessment for the coming year to each Owner in the Service Area at least 30 days before the fiscal year begins. Subject to Section 8.9, the budget shall not be subject to Owner approval and there shall be no obligation to call an Owner's meeting to consider the budget. However, if and as required by Florida law, Owners shall be given notice of and the opportunity to attend Board meetings at which assessments are to be considered and levied.

If the proposed budget for any Service Area is disapproved under Section 8.9, or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the year before, increased by 10%, shall continue for the current year. In such event, the Board may eliminate or downgrade services provided to the Service Area in order to operate within the constraints of the affective budget.

The Board may revise the budget for any Service Area and the amount of any Service Area Assessment from time to time during the year, subject to the notice requirements above and pursuant to Florida law and the right of the Owners of Lots in the affected Service Area to disapprove the revised budget to the extent provided under Section 8.9.

All amounts the Association collects as Service Area Assessments shall be held and expended solely for the benefit of the Service Area(s) for which they were collected. Such amounts shall be accounted for separately from the Association's general funds.

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

subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

8.3. Budgeting for Reserves.

The Board may include in the Common Expense budget and in any Service Area budget, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period. Reserve budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. So long as the Board exercises business judgment, which may include relying in good faith on the advice of its accountants or other professional advisers, in determining the amount or necessity of the reserve fund, the amount shall be considered adequate.

The Board may adopt resolutions regarding the expenditure of any reserve funds, including policies designating the nature of assets for which reserve funds may be expended. During the Development and Sale Period, neither the Association nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent.

The Board may enter into agreements with Declarant, on negotiated terms, under which Declarant may obligate itself to provide or contribute to reserve funds as needed on a "cash basis" in lieu of funding reserves on an accrual basis. The Board has no duty to fund reserves during any period that Declarant is funding Association budget deficits.

8.4. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments against the entire membership or against the Lots within any Service Area to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration or any Supplemental Declaration, any Special Assessment shall require the affirmative vote or written consent of Members representing at least a majority of the total Class "A" votes, or of the Owners within the affected Service Area, as applicable, and the affirmative vote or written consent of the Class "B" Member, if any. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5. Benefited Assessments.

The Association may levy Benefited Assessments against one or more particular Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which the Association may offer (which might include the items identified in Section 7.7) or which the Association otherwise provides to less than all Owners in accordance with this Declaration or any

Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service; and

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

Lots which Declarant or any Affiliate of Declarant owns are exempt from Benefited Assessments.

8.6. Commencement of Assessment Obligation; Time of Payment.

The obligation to pay assessments commences as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration; or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual assessments levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Owners shall pay assessments in the manner and on the dates the Board establishes. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in quarterly or monthly installments. Unless the Board otherwise provides, Regular Assessments and Service Area Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require that the outstanding balance on all assessments be paid in full immediately.

8.7. Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any Lot, covenants and agrees to pay all assessments authorized in the Governing Documents for each Lot owned. All assessments, together with interest (computed from the assessment's due date at a rate of 12% per annum), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

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

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

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

(b) Declarant's Option to Fund Budget Deficits. To the extent permitted by Florida law, during the Class "B" Control Period, Declarant may satisfy the obligation for assessments on Lots which it or any Affiliate of Declarant owns either by paying assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit is the difference between the amount of assessments levied on Class "A" Member-owned Lots, plus any other income received during the fiscal year, and the amount of the Association's actual expenditures during the fiscal year, excluding expenses exclusively for capital improvement costs and reserves. Unless Declarant otherwise notifies the Board in writing at least 30 days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year.

Regardless of Declarant's election, Declarant's assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, except with respect to Benefited Assessments, Declarant shall pay assessments on Lots which it or its Affiliates own in the same manner as any other Owner.

Declarant may make the election provided for under this Section 8.7(b), both with respect to Regular Assessments and Service Area Assessments.

8.8. Lien for Assessments.

The Association may record a lien against any Lot, including Declarant's Lots, to secure payment of assessments that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this Section, assessments shall include interest, late charges (subject to Florida law), and costs of collection (including attorneys' fees). The Association's general assessment lien shall be superior to all other liens, except: (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value; and (c) to the extent Florida law permits, the Association's lien for any "Capital Improvement Assessment," as described below.

Notwithstanding the above, and subject to Florida law, any lien for Association assessments or charges levied solely for the purpose of acquisition, development, or construction

of infrastructure or capital improvements serving the Community (or to pay the cost to underwrite, service, and repay any debt incurred to finance any such acquisition, development, or construction) may be designated by the Board as a Capital Improvement Assessment which shall be superior to: (a) the Association's lien for other Common Expenses; and (b) all other liens except those deemed superior under Florida law and which may not be made subordinate by this provision.

The Association's lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. At a foreclosure sale, the Association may bid for the Lot and acquire, hold, lease, mortgage, and convey the Lot. The Association may also sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure by the first Mortgagee extinguishes the lien relating to amounts due after the recording of the first Mortgage and prior to the Mortgagee's foreclosure, except that the foreclosure of the first Mortgage shall not extinguish the lien for amounts due under any Capital Improvement Assessment. The purchaser of a foreclosed Lot shall not be personally liable for assessments, other than any Capital Improvement Assessment, on such Lot due prior to the foreclosure sale. Such unpaid assessments shall be a Common Expense collectible from Owners of all Lots subject to assessment under Section 8.6, including such purchaser, its successors and assigns.

Notwithstanding the above, while the Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

8.9. Limitation on Assessment Increases.

Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations, after termination of the Class "B" Control Period, any Regular Assessment that is more than 10% greater than the Regular Assessment for the immediately preceding fiscal year is subject to disapproval at a meeting by at least 75% of the Class "A" Members. Except for increases necessary for emergency situations, after termination of the Class "B" Control Period, any Service Area Assessment that is more than 10% greater than such assessment for the immediately preceding fiscal year is subject to disapproval at a meeting by Members representing a majority of the Class "A" votes within the Service Area(s) subject to such assessment. There shall be no obligation to call a meeting for the purpose of considering the disapproval of any budget except on petition of the Members subject to assessment under the budget, as provided for special meetings in the By-Laws. Any such petition must be presented to the Board within 15 days after delivery of the budget and notice of any assessment.

An emergency situation is any one of the following:

- (a) an extraordinary expense required by an order of a court;

(b) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible where a threat to personal safety or significant damage to property is discovered;

(c) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible and which could not reasonably have been foreseen by the Board in preparing and distributing the pro forma budget pursuant to Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Notice of the Board meeting at which such resolution is to be considered, explaining the nature of the assessment proposed, shall be provided to the Members along with the notice of such assessment; or

(d) to defend itself in litigation, arbitration, or other legal or administrative actions brought against it.

8.10. Exempt Property.

The following property shall be exempt from payment of Regular and Special Assessments:

- (a) All Common Area and other portions of the Community which are not Lots; and
- (b) Any property dedicated to and accepted by any governmental authority or public utility.

In addition, both Declarant and the Association shall have the right, but not the obligation, to grant permanent or temporary exemptions to schools, houses of worship, hospitals, police or fire stations (or other similar public service uses), or Lots owned by and used by Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code. Exemptions granted by Declarant shall be binding on the Association.

8.11. Use and Consumption Fees: Licenses and Royalties.

The Association may offer services or facilities for which it does not recover its costs through assessments under this Article. The Board may charge use and consumption fees to any Person who chooses to use such services, equipment, or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

As set forth in Section 10.7, the Association may enter into license agreements with Declarant or other parties which permit the Association's use of trade names or service marks (e.g., use of the name SummerCamp). To the extent permitted by such license agreements, the Board may enter into sub-license agreement, under negotiated terms, which permit others within the Community to use such trade names and/or service marks. The Association may charge fees and

collect royalties in connection with such sub-license agreements; provided, Declarant and any Affiliate of Declarant shall be exempt from payment of such license fees.

8.12. Transfer Fee.

Declarant has created The St. Joe Community Foundation, Inc. ("Foundation") to provide funding for various programs, projects, services, and activities which, in its judgment, provide benefit to the people of the northwest Florida region and/or the areas within and around SummerCamp. (The "Foundation" shall include any successor or assign which meets the qualifications for tax-exempt status required under Section 501(c) of the Internal Revenue Code, as it may be amended.) Upon each initial transfer of title to a Lot by Declarant or any Affiliate of Declarant to a Class "A" Member, Declarant shall be obligated to pay to the Foundation a transfer fee in an amount equal to .005 of the total purchase price of the Lot. Upon each subsequent transfer of title to a Lot in SummerCamp, the purchaser shall be obligated to pay to the Foundation a transfer fee in an amount equal to .005 of the total purchase price applicable to such transfer. Such transfer fee shall be due and payable at the closing of each transfer of title to a Lot.

Notwithstanding the above, any transfer of a Lot to Declarant or any Affiliate of Declarant shall be exempt from the payment of the transfer fee and the Foundation, in its discretion, may exempt certain other transfers from the payment of the transfer fee. For example, without limitation, a transfer made solely for legitimate estate planning purposes, but which does not change the beneficial ownership of the Lot, may be deemed exempt. The classification of any transfer as exempt shall not be deemed a waiver of the Foundation's right to collect the transfer fee on future title transfers under similar circumstances. The Association shall cooperate with the Foundation in the collection of the transfer fee by, among other things, notifying the Foundation, or its designee, of any pending transfer.

The obligation to pay such transfer fee shall be the obligor's personal obligation. In addition, the Foundation shall have a lien against each Lot to secure payment of such transfer fee, as well as interest (in the amount of 12% per annum) and any costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except: (a) Association liens under this Article VIII; (b) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; and (c) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Foundation may enforce its lien and the obligor's personal obligation to pay by suit, judgment, and judicial or non-judicial foreclosure in the same manner as the Association under this Article; provided, the Foundation's lien rights as to a particular transfer shall expire if action to enforce the lien is not commenced within three years following the date of the closing of the transfer of such Lot.

This Section may not be amended without the Foundation's written consent, and any amendment without such consent shall be void and of no force and effect.

Article IX Expansion of the Community**9.1. Expansion by Declarant.**

Declarant may, from time to time, subject to this Declaration all or any portion of the property described in Exhibit "B" by recording a Supplemental Declaration describing the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to expand SummerCamp pursuant to this Section expires upon the earlier of: (a) when all property described in Exhibit "B" has been subjected to this Declaration; (b) 20 years after this Declaration is recorded; or (c) when, in its discretion, Declarant terminates such right. Until then, Declarant may transfer or assign this right to an Affiliate or any Person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any early termination, transfer, or assignment of annexation rights shall be memorialized in a recorded instrument executed by Declarant.

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

9.2. Expansion by the Association.

The Association also may submit additional property to the provisions of this Declaration by recording a Supplemental Declaration describing the additional property. Expansion by the Association shall require the affirmative vote or written consent of Members representing more than 50% of the Class "A" votes and the consent of the property owner. In addition, during the Development and Sale Period, Declarant's consent is required. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property, and by Declarant, if Declarant's consent is required.

9.3. Effect of Filing Supplemental Declaration.

Unless otherwise specified, a Supplemental Declaration shall be effective upon the earlier of: (a) notice to the Persons affected thereby; or (b) recording. The Lots subjected to this Declaration by Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for Regular Assessments with all other Lots.

Article X Additional Rights Reserved to Declarant**10.1. Withdrawal of Property.**

Declarant reserves the right to amend this Declaration, during the Development and Sale Period, to remove any unimproved portion of SummerCamp from the coverage of this Declaration. "Unimproved" means that no structure has yet been built on the property. Such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn, if not the Declarant.

10.2. Marketing and Sales Activities.

Notwithstanding anything in the Governing Documents to the contrary, during the Development and Sale Period, Declarant, its Affiliates, and their assigns and designees may construct and maintain upon portions of the Common Area and other property they own or have use of, such facilities, activities, and things as, in Declarant's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Lots. Such permitted facilities, activities, and things shall include business offices, construction offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant, Declarant's Affiliates, and their assigns and designees may park vehicles in areas other than garages or driveways, including on streets.

Thereafter, Declarant may continue to use the Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and the Association which provides for rental payments based on the fair market rental value of any such portion of the Common Areas. Notwithstanding the above, Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Common Areas in connection with the marketing and sale of other properties in order to show SummerCamp as an example of Declarant's projects.

10.3. Right to Develop.

During the Development and Sale Period, Declarant and its Affiliates and their respective employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area, and to the Exhibit "B" property, as it deems appropriate in its discretion.

10.4. Right to Approve Changes in Standards.

During the Development and Sale Period, no amendment to or modification of any Use Restrictions, rules, or the Architectural Guidelines shall be effective without prior notice to and the written approval of Declarant.

10.5. Right to Transfer or Assign Declarant Rights.

Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No general transfer or assignment of Declarant rights shall be effective unless it is in a written instrument signed by Declarant and recorded; provided, Declarant may allow other Persons to exercise, on a one-time or limited basis, any Declarant right without transferring the entire right and, in such case, a recorded instrument is not required.

10.6. Community Systems.

Declarant reserves for itself, its Affiliates, successors, and assigns, a perpetual right and easement to install and operate within SummerCamp such Community Systems and utilities as Declarant, in its discretion, deems appropriate to service the buildings and the structures within any Lot or other portion of the Community. Such right shall include, without limitation, Declarant's right to select and contract with companies licensed or authorized to provide telecommunications, cable television, and other Community Systems and utility services in the region, whether located onsite or offsite, and to charge individual users a reasonable fee, not to exceed the maximum allowable charge, for such service and to hook up to such services, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. Owners shall be obligated to hook up and subscribe to such services, or in the alternative, the Association may execute a subscription agreement or contract on behalf of and binding on all Owners.

10.7. Rights To Use Names; License Agreements.

The names "St. Joe," "The St. Joe Company," "St. Joe Towns & Resorts," and all similar or derivative names, along with all logos associated therewith, are the proprietary trade names and service marks of The St. Joe Company, Declarant, or their Affiliates. No Person shall use such trade names or service marks, or the name "SummerCamp," for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, or in any logo or depiction without the prior written consent of Declarant or the Person who owns such mark. In addition, due to the integrated nature of SummerCamp as a planned community, and the public identification of the Lots with SummerCamp, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot, shall be subject to Declarant's prior written consent. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate.

Declarant or the mark or trademark owner may condition the Association's or any Owner's use of protected trade names or marks upon the signing of one or more license agreement(s) which are intended to protect the trade names and service marks from unauthorized use by others. Such license agreement(s) shall be non-exclusive, non-transferable, in form and substance acceptable to the owner of the mark. Subject to such licensing agreements, the Association may use the words "SummerCamp" in its name. Other use by the Association or any Owner is subject to the restrictions set out in this Section or otherwise imposed by Declarant.

Notwithstanding the above, Owners may use the name "SummerCamp" where such term is used solely to specify that particular property is located within SummerCamp (subject, however, to such terms and conditions as Declarant may impose in order to protect its registered trade names and service marks).

10.8. Right To Use Common Area for Special Events.

During the Development and Sale Period, Declarant may use the Common Area to sponsor special events for charitable, philanthropic, political, or marketing purposes, subject to the following conditions:

- (a) the availability of the facilities at the time requested;
- (b) Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and
- (c) Declarant shall return the facilities and personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special events.

Declarant shall have the right to assign its rights to charitable organizations or foundations selected by Declarant. Declarant's right to use the Common Area for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Declaration.

10.9. Easement to Inspect and Right to Correct.

During the Development and Sale Period, Declarant reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of SummerCamp, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned, or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages relating to defective workmanship or materials. The Person exercising this easement shall promptly repair, and pay for, any resulting damage.

10.10. Additional Covenants and Easements.

During the Development and Sale Period, Declarant may, by Supplemental Declaration, impose additional covenants and easements on portions of the Community, including covenants obligating the Association to maintain and insure specific property and authorizing the Association to recover its costs through Benefited Assessments or through "Service Area Assessments," as provided in Section 6.4. If someone other than Declarant owns the property, then such owner's consent and execution of the Supplemental Declaration is required. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

10.11. Exclusion of Declarant's Other Properties.

By accepting a deed to a Lot, each Owner, specifically acknowledges that nothing contained in this Declaration shall in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Declarant or any Affiliate of Declarant of any property owned by Declarant or any Affiliate of Declarant, which is located outside of SummerCamp. Declarant and its Affiliates shall have full, free, and unrestricted use of its other lands, notwithstanding any incompatibility of such use with restrictions this Declaration imposes upon the Lots. By accepting a deed to a Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property Declarant owns.

10.12. Limitation on Amendments.

This Article shall not be amended without Declarant's written consent.

Article XI Easements

11.1. Easements in Common Area.

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

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying the property to the Association;
- (c) The Board's right to:
 - (i) adopt rules regulating Common Area use, including rules limiting the number of guests who may use the Common Area, and charge use fees for such use;
 - (ii) suspend the right of an Owner to use any Common Area amenity (A) for any period during which any assessment or other charge against the Owner's Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents;
 - (iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;
 - (iv) rent any portion of any Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;
 - (v) permit use of and access to any Common Area recreational facilities or equipment by persons other than Owners, their families, tenants, and guests, which use may be

subject to admission charges, consumption fees, or other user fees established in the Board's discretion; and

(vi) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the tenants of such Lot for the lease term.

11.2. Easements of Encroachment.

Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots. A permitted encroachment is a structure or fixture which extends unintentionally on to another's property, a distance of less than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement. No easement of encroachment granted by this Section authorizes any encroachment into critical shoreline setbacks, vegetative landscape buffers, native areas, stormwater management systems, areas subject to conservation easements, or any other area designated for preservation in its natural state under this Declaration, except as provided in permits, conservation easements, or elsewhere in this Declaration, or documents incorporated by reference into this Declaration.

11.3. Easements for Utilities and Other Infrastructure.

(a) Installation and Maintenance. Declarant reserves for itself, during the Development and Sale Period, and grants to the Association and utility providers, for perpetual duration, non-exclusive easements throughout SummerCamp (but not through a structure) to the extent reasonably necessary to: (i) install utilities and infrastructure to serve SummerCamp, cable and other systems for sending and receiving data and/or other electronic signals, other Community Systems, drainage and stormwater management systems, and security and similar systems; (ii) install walkways, pathways and trails, street lights, and signage on property which Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose on a Plat; (iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and (iv) access and read utility meters.

Notwithstanding the above, Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarant's discretion, to develop the property described in Exhibit "A" and "B." The location of the easement shall be

subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.4. Easements to Serve Additional Property.

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

If the above easement grants permanent access to any property which is not submitted to this Declaration, Declarant, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

11.5. Easements for Maintenance, Emergency, and Enforcement.

Declarant grants to the Association easements over SummerCamp as necessary for the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Any member of the Board, and its duly authorized agents and assignees, including committee members, and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Declarant grants to the Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents. Any costs incurred, including reasonable attorneys' fees, shall be assessed against the Lot Owner as a Benefited Assessment.

11.6. Easements for Maintenance of Bodies of Water and Flood Water.

Declarant reserves for itself, the Association, and their successors, assigns, and designees, the non-exclusive right and easement, but not the obligation, to enter upon bodies of water and

wetlands located within the Common Maintenance Areas to: (a) install, operate, maintain, and replace pumps, lines, and other equipment to supply irrigation water to the Common Maintenance Areas; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. Declarant, the Association, and their successors, assigns, and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, and their successors, assigns and designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Area and Lots (but not inside a dwelling or other structure) adjacent to or within 100 feet of bodies of water and wetlands within SummerCamp, in order to: (a) temporarily flood and back water upon and maintain water over such portions of SummerCamp; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Maintenance Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. Anyone exercising these easements shall use reasonable care in and repair any damage resulting from their intentional exercise of the easements. Nothing herein shall be construed to make Declarant or the Association responsible for maintenance on a Lot or to make Declarant or any other Person liable for damage resulting from flooding due to natural occurrences or other occurrences not reasonably foreseeable or under the control of Declarant or such other Person.

11.7. Easements for Cross-Drainage.

All portions of SummerCamp shall be burdened with easements for natural drainage of stormwater runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, and Declarant during the Development and Sale Period.

11.8. Rights to Stormwater Runoff, Effluent, and Water Reclamation.

Declarant reserves for itself and its designees all rights to ground water, surface water, stormwater runoff, and effluent located or produced within SummerCamp, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

The Association shall have a perpetual, non-exclusive easement over all portions of SummerCamp's stormwater management system for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the system. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire stormwater management system and the owner of the pumps, pipes, and other apparatus comprising the system shall have an

easement of access and maintenance as necessary for the maintenance, repair, and replacement of such equipment. No Person shall alter the drainage flow of or over the stormwater management system, including buffer areas or swales, without the Association's prior written approval, and, during the Development and Sale Period, without Declarant's consent.

11.9. Easements for Trails, Paths, and Walkways.

Each Lot is subject to a 10-foot "Pedestrian and Utility Easement" along that portion of the Lot boundary which borders a private street. In addition, certain Lots are subject to pedestrian easements along other Lot boundaries, which easements may be coupled with utility and/or drainage easements (the pedestrian easements referred to in this and the previous sentence are collectively and generally referred to as "Pedestrian Easements"). Pedestrian Easements shall be shown and described on a Plat and no Pedestrian Easement may be newly created on a Lot without the written consent of the Lot Owner. Declarant or the Association may install trails, paths, walkways, or boardwalks within Pedestrian Easement areas, to the extent permitted by law and all applicable governmental restrictions and permits, and Declarant grants to the Association a perpetual, non-exclusive easement on, over, under, through, and across any such Pedestrian Easement areas for maintenance purposes. The Owners and occupants of all Lots shall have an easement permitting the use of the Pedestrian Easements for walking, running, bicycling, and other intended purposes. In addition, the public may be granted similar use rights over any Pedestrian Easement. The use of any Pedestrian Easement shall be subject to Board rules and regulations. The Association shall maintain the Pedestrian Easements as a Common Expense in accordance with the Community-Wide Standard.

All work associated with the maintenance of the Pedestrian Easement shall be performed in such manner as to minimize interference with the use and enjoyment of those portions of a Lot lying outside of the Pedestrian Easement. The Association shall use reasonable efforts to confine all work associated with such easement rights to the Pedestrian Easement areas; provided, to the extent reasonably necessary to perform such work, access over other portions of a Lot shall be permitted. Upon completion of any work, the Association shall restore any disturbed portion of the Lot, to the extent reasonably possible, to its condition prior to the commencement of the work.

No Person shall place or construct any improvement or thing within a Pedestrian Easement area without the Association's prior written consent, which consent may be withheld in the Association's discretion, nor shall any Person take any action which otherwise interferes with the exercise of the easement rights provided under this Section.

11.10. Easement for Smoke, Ash and Resource Management Activities

Declarant reserves for itself, the Association, and their successors, assigns, and designees, including, without limitation, the contractors, agents, and employees of each, a perpetual, non-exclusive easement over all outdoor portions of SummerCamp as reasonably necessary to conduct ongoing resource management activities pursuant to Section 7.16 and for the drifting, passage, and settling of heat, smoke, sparks, embers, and ash generated by burning of vegetation as part of ongoing resource management activities within, or in proximity to, the Community. Persons conducting such activities shall take reasonable precautions to schedule and conduct such

activities when weather conditions are not expected to create a high risk of fires burning out of control and shall have appropriate training and employ appropriate techniques designed to keep prescribed burning under control. To the extent feasible, the Declarant or the Association shall give prior notice to the Owners of the location of and anticipated schedule for planned burning activities within the Community.

11.11. Private Roadways.

(a) No Dedication. The private roadways within SummerCamp ("Roadways"), as depicted on any Plat, shall be owned by the Association as Common Area and shall not be dedicated to the County or to public use without the consent of the County and Owners representing at least 51% of the total number of Lots. In addition, Declarant's consent is required for any such dedication during the Development and Sale Period. Until such time as Declarant conveys the Roadways to the Association, the Roadways shall include a temporary, non-exclusive easement for access, ingress, and egress for the benefit of each Lot and each other portion of the Common Area. Use of such Roadways shall be subject to and in accordance with any rights and easements set forth in this Declaration or shown on the Plats and such reasonable rules as the Association may adopt from time to time consistent with this Declaration, the Plats, and any law, ordinance, or regulation governing the Community.

(b) Access Easements. Declarant reserves for itself and its agents, employees, successors, and assigns, and their respective invitees, an easement over the Roadways for the purposes of:

(i) access throughout the Community to showcase SummerCamp in connection with the marketing and sale of property in the Community or in other communities being developed, marketed, or sold by Declarant, its Affiliates, agents, or designees;

(ii) access to Common Areas for use as otherwise permitted by this Declaration; and

(iii) for constructing, maintaining, repairing, or rebuilding any public infrastructure or subdivision improvements installed or to be installed in the Community and for performing any other work within the Community which Declarant deems reasonably necessary, in its discretion, or which Declarant is required to perform pursuant to a contract with any Owner or pursuant to the requirements of any government agency having jurisdiction over the Community.

With regard to construction on any of the Lots by the Owners thereof, the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any such Lots shall have access to such Lots over the Roadways subject to such rules as the Association may adopt; however, during the Development and Sale Period, Declarant shall have the right to prohibit the use of the Roadways by such Persons and to designate alternate access easements for such Persons.

Declarant hereby creates a perpetual, non-exclusive easement for access, ingress, and egress over the Roadways for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community; provided, such easement shall not authorize any such Persons to enter the Community except while acting in their official capacities.

The existence of these easements shall not preclude the Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Community; provided, the Association shall at all times maintain systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection without unreasonable interference or delay.

11.12. Gulf of Mexico – Easements for Beach Use.

Each Lot which borders on the Gulf of Mexico and certain other Lots bordering on wetlands areas extending to the Gulf of Mexico are subject to a Pedestrian Easement approximately 50 feet in width extending landward from the Lot's property line which abuts or faces the Gulf of Mexico, as shown on a Plat. Each Owner and occupant of a Lot within SummerCamp shall have a right to use the sandy beach and other areas within such Pedestrian Easement areas. No Owner may erect any fence or other barrier to entry around, over, or through any sandy beach area contained within the boundaries of such Owner's Lot.

In addition, the Association shall have the right and obligation to perform maintenance within the Pedestrian Easement areas described above, which maintenance shall include keeping beach areas clean of garbage, trash, and any other unnatural material, beach renourishment, and the restoration of any dunes damaged by storms or other causes.

The use of and access to sandy beach areas within SummerCamp, and other areas subject to Pedestrian Easements as described above and elsewhere in this Declaration, whether contained within Lot boundaries or otherwise, is subject to Association regulation.

All work associated with the maintenance of the Pedestrian Easement areas described in this Section shall be performed in such manner as to minimize interference with the use and enjoyment of those portions of a Lot lying outside of the Pedestrian Easement. The Association shall use reasonable efforts to confine all work associated with such easement rights to such Pedestrian Easement areas; provided, to the extent reasonably necessary to perform such work, access over other portions of a Lot shall be permitted. Upon completion of any work, the Association shall restore any disturbed portion of the Lot, to the extent reasonably possible, to its condition prior to the commencement of the work.

No Person shall place or construct any improvement or thing within such Pedestrian Easement areas without the Association's prior written consent, which consent may be withheld in the Association's discretion, nor shall any Person take any action which otherwise interferes with the exercise of the easement rights provided under this Section.

Article XII Party Walls and Other Shared Structures

12.1. General Rules of Law to Apply.

Each wall, fence, driveway, or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party structures. Any dispute concerning a party structure shall be handled in accordance with the provisions of Article XIII.

12.2. Maintenance; Damage and Destruction.

Unless otherwise specifically provided in additional covenants relating to such Lots, the Owners sharing the party structure shall share equally in the cost of necessary or appropriate party structure repairs and maintenance; provided, painting and other aesthetic modifications visible only to one side of the structure shall be the responsibility of the Lot Owner with such visibility.

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

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

Article XIII Dispute Resolution

13.1. Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Association and its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree to attempt to resolve disputes involving SummerCamp without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to, directly or indirectly, file a law suit for a Claim described in subsection (b), without first submitting the Claim to the alternative dispute resolution procedures described in Section 13.2.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents;

(iii) the design or construction of improvements within the Community, other than matters of aesthetic judgment under Article IV, which shall not be subject to review; or

(iv) trespass, nuisance, property damage, or enforcement of laws, codes, or ordinances within SummerCamp,

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 13.2:

(i) any Association action to collect assessments or other amounts due from any Owner;

(ii) any Association action to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Declaration (relating to creation and maintenance of community standards);

(iii) any suit which affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 13.2; and

(iv) any suit as to which the applicable statute of limitations would expire within 180 days of giving the Notice required by Section 13.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Article.

13.2. Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent, and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

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

(c) Mediation. If the Bound Parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Walton, Bay, Leon, Gulf, or Franklin County area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Bound Parties do not settle the Claim within 30 days after submitting the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Bound Parties. If any Bound Party thereafter fails to abide by the terms of such agreement, then any other Bound Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Bound Party taking action to enforce the agreement shall, upon prevailing, be entitled to recover from the non-complying Bound Party (or each one in equal proportions) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

(e) Actions Involving Declarant - Final and Binding Arbitration. Any dispute between an Owner or the Association and Declarant or any Affiliate of Declarant, including Claims which remain after conclusion of the dispute resolution procedures described in Section 13.2, shall be resolved by final and binding arbitration in accordance with this subsection (e). Such disputes shall not be submitted as a lawsuit or other proceeding in any Florida state court or federal court. Notwithstanding the above, disputes affecting the material rights or obligations of a third party who is not a party to or bound by such arbitration shall not be subject to this subsection.

This subsection (e) is an agreement to arbitrate and is specifically enforceable under Florida law. Judgment may be entered upon the arbitration award in any court of competent jurisdiction to the fullest extent permitted under Florida law.

issues, a budget for legal and related expenses, the amount in controversy, the expectation of success, and a copy of bids from a minimum of three qualified law firms.

Article XIV Private Amenities

14.1. Right to Use the Private Amenities.

Neither membership in the Association nor ownership or occupancy of a Lot shall automatically confer any right to use any Private Amenity. Rights to use any Private Amenity, and the terms and conditions of use, are determined only by the Private Amenity owner. Any Private Amenity owner shall have the right, from time to time in its sole and absolute discretion and without notice, to cease operations or to amend or waive the terms and conditions relating use of the Private Amenity, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written membership agreements or documents. Use rights in or membership in any Private Amenity may be available to the general public, as determined in the Private Amenity owner's sole and absolute discretion.

14.2. Operations; Conveyance of Private Amenities.

All Persons, including all Owners, are advised and agree that no representations or warranties have been or are authorized by Declarant, any Affiliate of Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership, operation, use, management, or membership structure of any Private Amenity. No purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of any Private Amenity.

The ownership, operation, use, or management of any Private Amenity (or any portion of a Private Amenity) may change at any time by virtue of, without limitation: (a) the sale to or assumption of operations or management by an independent Person; (b) establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the Private Amenity members or an entity owned or controlled by its members become the Private Amenity owner(s) and/or operator(s); (c) the conveyance of the Private Amenity to one or more of Declarant's Affiliates, shareholders, employees, or independent contractors; or (d) the operation of the Private Amenity as a commercial enterprise open to the public. Consent of the Association or any Owner shall not be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien, or other encumbrance.

Article XV Mortgage Provisions

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

15.1. Notices of Action.

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

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- (b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within 60 days;
- (c) Any lapse, cancellation, or material modification of any Association insurance policy; and
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

15.2. No Priority.

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

15.3. Notice to Association.

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

15.4. Failure of Mortgagee to Respond.

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

Article XVI Disclosures and Waivers.

16.1. No Liability For Third Party Acts.

Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property in SummerCamp. The Association may but is not obligated to maintain or support certain activities within the Community which promote or enhance safety or security within the Community. However, the Association, and Declarant shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including fire protection, burglar alarm, or other security monitoring systems, or any mechanism or system for limiting access to the Community (*i.e.*, guards, gates, etc.), cannot be compromised or circumvented, nor that any such systems or measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of its Lot that the Association, the Board and its committees, and Declarant are not insurers or guarantors of security or safety and that each Person within SummerCamp assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties. Owners shall include in each lease for any Lot or any portion thereof provisions informing and binding tenants to these provisions.

16.2. View Impairment.

Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, any open space within the Community will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Association (with respect to the Common Area) has the right to add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

16.3. Notices and Disclaimers as to Community Systems.

Any Community System and its providers, managers, and operators may be subject to federal, state, or municipal regulations, laws, and ordinances. Such regulations, laws, and ordinances may have a significant impact on certain aspects of the system including, but not limited to, the fees charged, the method of delivery, the rights of the system users, as well as the rights of the system providers or operators. These regulations and their impact are beyond the Association's and Declarant's control.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, neither Declarant nor any of Declarant's Affiliates,

successors, or assigns shall in any manner be liable for, and no Community System user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

Each Owner acknowledges and agrees that the Association, by virtue of contractual relationships with Community Systems providers, may gain access to information relating to individual use of the Community Systems, including account and content information. In recognition of this fact, each Owner waives any privacy rights he or she may have in such information and any claims against the Association, the Board, Declarant, and Declarant's Affiliates relating to the acquisition of such information. Further, each Owner acknowledges and agrees that the acquisition of such information by the Association shall not create any duty on the part of the Association, Declarant, or Declarant's Affiliates to any Person to act in any manner with respect to such information.

Notwithstanding the above, or any other provisions in this Declaration, there is no guarantee or representation that any particular Community System will be made available.

16.4. Construction Activities.

All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, any Affiliate of Declarant, and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall conduct development and construction activities within SummerCamp and that such activities shall be conducted in phases and may cause disturbance and disruption which impact the use and enjoyment of a Lot.

By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or SummerCamp generally, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Lot or any other portion of the Community where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant, any Affiliate of Declarant, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Lot or any other portion of the Community has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant or its Affiliates to sell, convey, lease, and/or allow the use of Lots and other facilities within SummerCamp.

16.5. Water Management.

Each Owner acknowledges and agrees that the Gulf of Mexico and other wetlands within or adjacent to SummerCamp are not designed as aesthetic features and due to fluctuations in water elevations within the immediate area, water levels will rise and fall. Each Owner further acknowledges and agrees that Declarant has no control over such elevations. Therefore, each Owner agrees to release and discharge Declarant and Affiliates of Declarant from and against any and all losses, claims, demands, damages, costs, and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand, or fill any bodies of water or wetlands located within or in the vicinity of SummerCamp without the prior written approval of Declarant and any local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.

16.6. Liability for Association Operations.

The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant (including its Affiliates, successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Common Maintenance Areas and the collection of assessments.

16.7. Changes in Master Plan.

Each Owner acknowledges that SummerCamp is a master planned community, the development of which is likely to extend over many years, and agrees that the Association shall not engage in or use Association funds to support any protest, challenge, or other form of objection to: (a) changes in uses or density of property within SummerCamp; or (b) changes in the Master Plan, including, without limitation, the enlargement of the Master Plan and the acquisition or revision of regulatory approvals to reflect the annexation of real property in accordance with Article IX, without Declarant's prior written consent, which consent may be granted or withheld in Declarant's discretion.

Each Owner acknowledges and agrees that the present plans and themes for SummerCamp's development may change and that it has not relied on any representation, warranty, or assurance by any Person: (a) that any Lots, or other property or facilities will or will not be added, modified, or eliminated within SummerCamp; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to: (a) the design, construction, completion, development, use, benefits, or value of SummerCamp; or (b) the number, types, sizes, prices, or designs of any residential or non-residential structures or improvements built or to be built in any part of SummerCamp.

16.8. Use of the Gulf of Mexico and Other Water Bodies and Facilities.

Any Person using the Gulf of Mexico or any wetlands or other water bodies or facilities within or adjacent to SummerCamp, including any dock or pier, or any boat launch extending into or over the Gulf of Mexico, shall be responsible for his or her own personal safety in connection with such use and shall assume all risks of personal injury, including death, relating to such use. Declarant, Affiliates of Declarant, and the Association shall not in any way be a guardian or insurer of safety in connection with the presence or use of the Gulf of Mexico (with or without a watercraft or boat) or any other water bodies or features within or adjacent to SummerCamp and shall not be held liable or responsible for any personal injury or death, property damage, or any other loss due to, arising out of, or related to use of such water features for recreational or other purposes.

16.9. Hurricane Preparedness.

SummerCamp is located in region which is vulnerable to the dangerous effects of hurricanes, including extremely high winds, floods, ocean surges, flying debris, and lightning. Each Owner and occupant of a Lot shall be responsible for their own safety in the event of a hurricane and should take appropriate safety precautions (which may include evacuating the Community and/or the region) to avoid personal injury, including death, and property damage. Each Owner and occupant of a Lot shall be obligated to adhere to any established hurricane plan for SummerCamp residents.

16.10. Habitat Management Activities/Governmental Requirements.

Declarant, Affiliates of Declarant, the Association, governmental agencies, and other landowners may perform certain habitat management activities within or in the vicinity of the Community, including activities necessary to prevent wildfires, beach erosion, water pollution, or preserve wildlife, all as subject to applicable governmental review and approval. The activities necessary to prevent uncontrolled wildfires could involve burning trees, ground cover, and other vegetation, resulting in (among other things) intense heat, heavy smoke, and airborne ash. Each Owner, by accepting a deed to a Lot, acknowledges and agrees to perform or cooperate with the entity performing any management activities that further the above causes. Each Owner also acknowledges that such activities shall not be, nor shall they be deemed to be, nuisances or noxious or offensive activities.

The Community is subject to the provisions of the Comprehensive Plan of the County, the PUD Ordinance of the County, various management plans, including but not limited to a Detailed Mitigation Plan, a Wetland Monitoring Plan, a Piping Plover Monitoring and Protection Plan, a Stormwater Monitoring Plan, a Forestry Protection Plan, a Hurricane Evacuation Plan, and a Sea Turtle Lighting Plan, various governmental permits, including but not limited to permits from the Department and the U.S. Army Corps of Engineers, a Conservation Easement in favor of and enforceable by the Department and the U.S. Army Corps of Engineers, and various other governmental laws, ordinances, rules, regulations, and restrictions which impose or may impose conditions, restrictions, and limitations upon the use and development of the property within the Community which are binding upon the Declarant, each Owner, and each other successor and

assign of the Declarant. Each Owner, by accepting a deed to a Lot, acknowledges and agrees to comply with each and all of the foregoing.

16.11. Public Use of Beaches.

In certain circumstances, Florida law confers a right of public use and enjoyment of sandy beaches, regardless of the ownership of such beaches. Public use of portions of sandy beaches along the Gulf of Mexico which are located within the Community may be permitted in accordance with such Florida law. Any right of the public to use the beaches within SummerCamp may include use of portions of the beach which are contained within a Lot's boundary.

Article XVII Changes in Ownership of Lots

Any Owner, other than Declarant or any Affiliate of Declarant, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least 14 days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations, until the date upon which the Board, notwithstanding the transfer of title, receives such notice.

Article XVIII Changes in Common Area

18.1. Condemnation.

Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless, within 60 days after such taking, Declarant, during the Development and Sale Period, and at least 75% of the total Class "A" votes shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

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

18.2. Partition.

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

18.3. Transfer or Dedication of Common Area.

The Association may convey, dedicate, or otherwise transfer portions of the Common Area to the County or to any other local, state, or federal governmental or quasi-governmental entity.

Article XIX Amendment of Declaration

19.1. By Declarant.

In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose.

19.2. By the Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% of the Association's total Class "A" votes. In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment.

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

19.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon the earliest of: (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

19.4. Exhibits.

Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. Exhibit "C" is incorporated by reference and may be amended as provided in Article III or pursuant to Sections 19.1 and 19.2. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

EXHIBIT "A"

Land Initially Submitted

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of SummerCamp East, Phase 1 A & B, recorded in Plat Book 9, Pages 32-47, of the public records of Franklin County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended; and

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of SummerCamp West, Phase 1 A & B, recorded in Plat Book 9, Pages 26-31, of the public records of Franklin County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended; less and except "Tract D", as shown and described thereon.

EXHIBIT "B"

Land Subject to Annexation

Any and all property lying and being in Franklin County, Florida, that is contiguous to any boundary of the property comprising the Community at any time, including any property separated from the Community by public or private rights-of-way.

Note to clerk and title examiners:

This Declaration is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplemental Declaration in accordance with Article LX.

EXHIBIT "C"

Initial Use Restrictions

The purpose of Architectural Guidelines and Use Restrictions is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities which fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article IV, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it estop the Board from taking enforcement action in any appropriate circumstances.

Subject to the above, the following restrictions shall apply to all of SummerCamp until such time as they are amended, modified, repealed, or limited pursuant to the Declaration.

(A) Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Community, except that a reasonable number of usual and common household pets, as determined in the Board's discretion, may be kept on a Lot. Upon the Board's request, an Owner, at his or her expense, shall remove any pet which is permitted to roam free, or, in the Board's discretion, endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to other Owners or residents of any portion of the Community. If the Owner fails to honor such request, the Board may cause the pet to be removed at the Owner's expense. No animals shall be kept, bred, or maintained for any commercial purpose. In accordance with certain wildlife management plans and/or governmental permits, all cats shall be kept indoors and not allowed outside of a structure. All other pets shall be kept on a leash and under the control of their owners or otherwise controlled in a manner acceptable to the Board whenever outside a structure.

(B) Wildlife. Capturing, killing, or trapping wildlife is prohibited within the Community, except in circumstances imposing an imminent threat to the safety of Persons or pets.

(C) Firearms; Fireworks. The use and discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The use and discharge of fireworks is prohibited except by license granted by the Association.

(D) Nuisances. No Owner shall engage in any activity which constitutes a nuisance (meaning offensive or detrimental activity, as determined by the Board), or which materially disturbs or destroys the vegetation, wildlife, the quality of the beach, the quality of the Gulf of Mexico or other wetlands or water bodies in the Community, or air quality within the Community, or which results in unreasonable levels of sound or light pollution.

(E) Illegal or Hazardous Activities. No Owners or occupants or their agents, contractors, employees, licensees, invitees, or guests shall engage in any illegal activity or any activity which, in the Board's discretion, is dangerous or hazardous and presents an undue risk of

damage to or destruction of any real or personal property within the Community, or an undue risk of any harm or injury to or the death of any Person, pet, or any wildlife in the Community, except in circumstances imposing an imminent threat to the safety of Persons or pets. All Owners are responsible for assuring that all occupants and the agents, contractors, employees, licensees, invitees, and guests of all Owners and occupants comply with these provisions and are responsible for any violation of these provisions by themselves or any such Persons.

(F) Garages. Garage doors shall remain closed except for temporary periods reasonably related to the active use of the garage, as determined in the Board's discretion. A garage or carport may not be converted to finished space for use as an apartment, an integral part of the Lot's living area, or for purposes other than parking vehicles and ancillary storage, without prior approval pursuant to Article IV.

(G) Exterior Lighting/Sea Turtle and Plover Protections.

(i) Excessive exterior lighting on any Lot is prohibited. The Board in its discretion shall determine whether any exterior lighting is excessive. Lighting on beachfront structures shall be kept to a minimum and the Board, in its discretion, the Architectural Guidelines, or governmental regulatory authorities may impose specific restrictions on such lighting for the protection of sea turtles or other animals; and

(ii) Without limiting the generality of the foregoing, without limiting the authority of the Reviewer, the Board, or any governmental authority to impose other or more restrictive requirements, without relieving any Owner of any responsibility to comply therewith or with any other governmental permits, and in accordance with certain wildlife management plans and/or governmental permits:

(a) The bulb wattage of all lighting fixtures on structures facing sea turtle nesting habitats shall be kept to 40 watts or less;

(b) Construction of docks and piers and shoreline based mitigation activities shall occur outside of sea turtle nesting season. Specifically, such construction activities shall occur between November 1 through April 30 of any given year; and

(c) Declarant and the Association shall coordinate with beach managers, site naturalist(s), and sea turtle monitoring personnel on the need to avoid disturbing and/or running over nests and/or plover nestlings.

(H) Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels on any portion of a Lot which is visible from outside the Lot is prohibited.

(I) Prohibited Conditions. The following conditions, structures, or activities are prohibited on any Lot:

(i) Dogs runs and animal pens of any kind, unless properly screened and approved in accordance with Article IV;

(ii) Shacks or other structures of a temporary nature on any Lot except as may be authorized by Declarant during the initial construction of improvements within the Community. Temporary structures used during the construction or repair of a dwelling or other improvements shall be removed immediately after the completion of construction or repair. Storage sheds may be permitted subject to prior approval in accordance with Article IV and compliance with applicable Architectural Guidelines;

(iii) Freestanding flagpoles; provided that flags may be displayed as permitted by Florida law. If Florida law allows for the following restrictions, flags shall be displayed using a bracket or other approved device mounted to a dwelling and the size of the flag displayed shall not exceed a standard size (as set forth in the Architectural Guidelines or determined in the Board's discretion and set forth in a Board rule);

(iv) Outdoor athletic and recreational facilities such as playscapes, swing sets, and sport courts (including basketball hoops), unless approved in advance in accordance with Article IV (proper screening may be required for any such facilities); and

(v) Outside clotheslines or other outside facilities for drying or airing clothes unless properly screened and approved in advance in accordance with Article IV.

In any event, and notwithstanding the above list of prohibited conditions, any structure, improvement, or thing proposed for construction, erection, installation, or placement on a Lot requires prior Reviewer approval in accordance with Article IV, unless specifically made exempt under the Architectural Guidelines.

Any condition, structure, improvement, or thing permitted to be placed, constructed, erected, or installed on a Lot, including those described above, shall be maintained in good condition at all times in compliance with the Community-Wide Standard.

(J) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Lots.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Community which, in the Board's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to others.

(K) Signs. No sign, including but not limited to posters, circulars, and billboards, shall be erected within the Community, except those required by law and except that the following types of signs may be erected on a Lot: (i) residential identification signs of a face area of 75 square inches or less for identification of the occupant and its address, in a style designated by the Architectural Guidelines or approved by the Reviewer; (ii) security signs in a style and location designated in the Architectural Guidelines or approved by the Reviewer; and (iii) other signs that

comply with the Architectural Guidelines and are approved by the Reviewer or the Board. This restriction shall not apply to entry, directional, and marketing signs installed by or with the consent of Declarant. The Association, with the Board's approval, shall have the right to erect signs on the Common Area.

(L) Holiday Decorations. Owners may display holiday decorations on their Lots if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Permitted decorations may be displayed for such periods as are normal and customary for comparable residential communities, as the Board determines.

(M) Antennas and Satellite Dishes. No antenna, satellite dish, or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the dwelling on a Lot, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under one meter in diameter). Notwithstanding such protection, an application for such an antenna or other device must be submitted to the Reviewer for approval and approval will be granted only if:

(i) First, the antenna or other device is designed for minimal visual intrusion (*i.e.*, is located in a manner that minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the antenna or other device complies to the maximum extent feasible with the Architectural Guidelines within the confines of applicable federal regulations (*i.e.*, without precluding reception of a quality signal or unreasonably increasing the cost of the antenna or device).

The Reviewer shall consider any such application on an expedited basis.

Notwithstanding the above, Declarant and/or the Association may erect an antenna, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of SummerCamp, should any master system or systems be used by the Association and require such exterior apparatus.

(N) Trash Containers and Collection. No garbage or trash shall be placed or kept in the Community, except in wildlife/scavenger proof covered containers of a type, size and style which are pre-approved by the Reviewer or specifically permitted under the Architectural Guidelines, or as required by the applicable governing jurisdiction or service provider. Such containers shall be screened from view outside of the Lot or other parcel of real property except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. Rubbish, trash, and garbage must be removed from the Lots and other parcels of real property and may not accumulate on any Lot or other parcel of real property. Outdoor incinerators may not be kept or maintained on any Lot.

(O) Pool Equipment. All pool equipment stored on any Lot shall be screened from view from outside the Lot.

(P) Unightly or Unkempt Conditions. All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot in a manner which is unsanitary, unsightly, offensive, or detrimental to any other portion of the Community, as the Board may determine.

Woodpiles or other material shall be properly screened and stored in a such a manner so as not to attract rodents, snakes, and other animals and or create a fire hazard, as the Board determines. No activities shall be conducted upon or adjacent to any Lot or within any structure on a Lot which are or might be unsafe or hazardous to any Person or property. Open fires are prohibited within the Community, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes.

(Q) Vehicles and Parking. As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, golf carts, trailers, motorcycles, campers, vans, and recreational vehicles.

No vehicle may be left upon any portion of the Community except under the home or in a garage, driveway, or other area the Board designates. The following vehicles may be parked only in an enclosed garage: a pick-up truck with a camper top or other raised enclosure, or with commercial lettering or logos, or any recreational vehicle, mobile home, trailer, camper, stored vehicle, commercial vehicle (including all vehicles with commercial lettering or logos), or any unlicensed or inoperable vehicle. "Sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and pick-up trucks without raised enclosures or commercial writing or logos shall be treated as automobiles and may be parked in driveways outside of enclosed garages. Unless otherwise provided in a Supplemental Declaration, boats or other watercraft may be kept or stored in a garage or under the home so long as they are screened from view from outside of the Lot. This Section shall not apply to emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery. Parking trailers and boats in the Community shall be limited to areas designated by the Board.

Notwithstanding the above, for purposes of cleaning, loading, unloading, and short-term and visitor or guest parking, any vehicle may be parked temporarily outside of an enclosed garage or other approved structures for time periods reasonably necessary to perform such task. The Board, in its discretion, may enact rules governing such temporary, irregular use or, in the absence of specific rules, shall have discretion in determining what constitutes permissible use.

(R) Solar Equipment. No solar heating equipment or device is permitted outside the dwelling or other structures on the Lot except for pool heaters and such devices whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for any such equipment or device must be submitted for approval under Article IV prior to installation and approval will be granted only if:

(i) First, such equipment or device is designed for minimal visual intrusion when installed (*i.e.*, is located in a manner which minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the equipment or device complies, to the maximum extent feasible, with the Architectural Guidelines within the confines of the applicable governmental regulations.

(S) Fences. Fencing on a Lot must comply with the Architectural Guidelines and are subject to approval in accordance with Article IV.

(T) Irrigation Systems. Irrigation systems are not permitted within a Lot.

(U) Fill. No fill is permitted on any Lot, except in the area of the building footprint and the driveway as permitted by the Reviewer in accordance with Article IV.

(V) Garden Tubs. Discharge of water from any bathtub larger in size and volume than a standard size tub must be restricted by way of a one-inch drain pipe.

(W) Propane and Natural Gas. Because of the combustible wooded surroundings in the Community, the likely seasonal and possible transitory use of the dwellings within the Community, and high water tables within the Community limiting the ability to bury a tank, natural and propane gas shall not be used to service any dwelling or other structure on any residential Lot within the Community, and propane tanks are prohibited on all residential Lots within the Community. Subject to such other requirements that may be adopted by the Board from time to time, propane gas and small propane gas tanks may be used to service typical portable gas grills on residential Lots within the Community. Natural and propane gas may be used to service a structure on, and propane tanks are permitted on, any non-residential parcel of real property within or adjacent to the Community.

(X) Living Space. Any home to be constructed upon any of the Lots within the Community shall be constructed in accordance with the minimum and maximum square footages determined from time to time by the Architectural Guidelines.

EXHIBIT "D"

By-Laws of SummerCamp Community Association, Inc.

Inst:0200508192 Date:09/07/2005 Time:15:56
DC, Marcia Johnson, FRANKLIN County B:870 P:79

EXHIBIT "D"

Inst:0200508192 Date:09/07/2005 Time:15:56
DC, Marcia Johnson, FRANKLIN County B:370 P:80

**BY-LAWS
OF
SUMMERCAMP COMMUNITY ASSOCIATION, INC.**

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**BY-LAWS
OF
SUMMERCAMP COMMUNITY ASSOCIATION, INC.**

Article I: Name, Principal Office, and Definitions

1.1. Name.

The name of the corporation is SummerCamp Community Association, Inc. (the "Association").

1.2. Principal Office.

The Association's principal office shall be located in Franklin County, Florida. The Association may have other offices, either within or outside Florida, as the Board determines or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall have their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for SummerCamp, as it may be amended ("Declaration"), unless the context indicates otherwise.

Article II: Membership: Meetings, Quorum, Voting, Proxies

2.1. Membership.

The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration. Provisions of the Declaration pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

The Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate.

2.3. Annual Meetings.

The Association shall hold its first meeting, whether a regular or special meeting, within one year after the date of the Association's incorporation. The Board shall set the date and time of subsequent regular annual meetings. Annual meetings may be conducted electronically (*i.e.*, via the Internet, intranet, or teleconference) if, and to the extent, permitted by law.

2.4. Special Meetings.

The President may call a special meeting of the Members of the Association or a special meeting of the Members of the Association within any Service Area. It also shall be the President's duty to call a special meeting of the general membership if so directed by Board resolution or upon petition of Members representing at least 10% of the Association's total Class "A" votes. It also shall be the President's duty to call a special meeting of the Members of the Association within any Service Area if so directed by Board resolution or upon petition of Members within any Service Area representing at least 10% of the Class "A" votes within the Service Area.

If the President does not send notice of a special meeting pursuant to Section 2.5 within 30 days after the date written demand is delivered to the Association's Secretary, any Member signing the demand may set the time and place of the special meeting and give the Association notice pursuant to Section 2.5.

2.5. Notice of Meetings.

The Association's Secretary shall cause written notice stating the place, day, and hour of any Association meeting to be given in any manner permitted by Florida law. If permitted, notice may be posted in a conspicuous, prominent place within the Community, delivered by hand delivery, or sent by facsimile, electronic mail, or other electronic communication device, or such other manner which is reasonably calculated, as determined in the Board's discretion, to provide personal notice to Members. Notice shall be given at least 10 but not more than 50 days before the date of the meeting, by or at the direction of the President, the Secretary, or the officers or Persons calling the meeting. Failure to receive actual notice of an Association meeting shall not affect the validity of any action taken at such meeting.

In case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice.

2.6. Waiver of Notice.

Waiver of notice of an Association meeting shall be the equivalent of proper notice. Any Member may waive, in writing, notice of any Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least five but not more than 30 days from the date called for the original meeting. At the reconvened meeting, if the number

required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

2.8. Voting.

Members shall have such voting rights as are set forth in the Declaration, which provisions are incorporated herein by this reference.

2.9. Proxies.

On any matter as to which a Member is entitled personally to cast the vote for his Lot, such vote may be cast in person or by proxy, subject to Florida law.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given, (b) the secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is an individual given to the person presiding over a meeting of the Association, (c) attendance in person of the Person granting the proxy at any meeting for which the proxy may otherwise be used, or (d) 90 days from the meeting date for which the proxy was originally given, unless the proxy specifies a shorter period.

2.10. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.11. Quorum.

Except as these By-Laws or the Declaration otherwise provide, the presence of Members, either personally or by proxy, representing 20% of the total Class "A" votes in the Association shall constitute a quorum at all Association meetings.

2.12. Conduct of Meetings.

The President or other Board designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Association's minutes book.

2.13. Action Without a Meeting.

Without holding a meeting pursuant to Sections 2.3 or 2.4, Members may take any action that Florida law requires or permits the Members to take at a meeting (subject to any limitations in the Declaration), if Members representing at least 80% of the Association's Class "A" votes sign a written consent specifically authorizing the proposed action. The Association need not give prior notice before soliciting such consent; provided, the Association must send written consent forms to all Members. Members shall sign, date, and deliver such consents to the Association within 60 days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file such consents with the Association's minutes and the consents shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article III: Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Composition.

The Board shall govern the Association's affairs. Each director shall have one vote. Directors need not be Members or residents of the Community. A director must be at least 18 years old. In the case of a Member who is not an individual, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no more than one such representative of any Member, nor more than one occupant of any Lot, shall serve on the Board at a time, except in the case of directors the Class "B" Member appoints.

3.2. Number of Directors.

The Board shall consist of the number of directors provided for in Section 3.5. The initial Board shall consist of the three directors identified in the Articles of Incorporation.

3.3. Directors During Class "B" Control Period.

The Class "B" Member shall have complete discretion in appointing its directors under Section 3.5. Class "B" Member-appointed directors shall serve at the pleasure of the Class "B" Member.

3.4. Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. The Nominating Committee, if any, shall consist of at least three Persons, including a chairman, who shall be a Member, and two or more Members or representatives of Members. The Nominating Committee may make as many nominations for election to the Board as it deems appropriate. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. The Board also shall permit nominations from the floor at any election meeting.

The Board shall give each candidate a reasonable, equal opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) Election Procedures. A Member may cast the votes assigned to the Lots which he or she owns for each position to be filled from the slate of candidates on which he or she is entitled to vote. Cumulative voting is not allowed. That number of candidates which equals the number of positions to be filled and receiving the greatest number of votes shall be elected.

3.5. Election and Term of Office.

Except as these By-Laws may otherwise specifically provide, election of directors shall take place at the Association's annual meeting. Notwithstanding any other provision of these By-Laws:

(a) Within 90 days after the time that Class "A" Members own 25% of the Lots anticipated for SummerCamp under the Master Plan, or whenever the Class "B" Member earlier determines, one of the directors appointed by the Class "B" Member shall resign and the President shall call for an election by which the Class "A" Members shall be entitled to elect one of the three directors. The remaining two directors shall be appointees of the Class "B" Member. The director elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term which expires on the date of the second annual meeting following his or her election. Upon expiration of such director's term, and thereafter upon the expiration of each successor's term, a successor shall be elected by the Class "A" Members for a two-year term.

(b) Within 90 days after the time that Class "A" Members own 50% of the Lots anticipated for SummerCamp under the Master Plan, or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The President shall call for an election by which the Class "A" Members shall be entitled to elect an additional director. The director elected by Class "A" Members under paragraph (a) above shall continue to serve, and

the remaining three directors shall be appointees of the Class "B" Member. The director elected by the Class "A" Members pursuant to this paragraph shall not be subject to removal by the Class "B" Member and shall be elected for a term which expires on the date of the second annual meeting following his or her election. Upon expiration of such director's term, and thereafter upon the expiration of each successor's term, a successor shall be elected by the Class "A" Members for a two-year term.

(c) Within 90 days after termination of the Class "B" Control Period, two of the directors appointed by the Class "B" Member shall resign and the President shall call for an election by which the Class "A" Members shall be entitled to elect two additional directors. The directors elected by Class "A" Members under paragraph (a) and (b) above shall continue to serve, and the remaining director shall be an appointee of the Class "B" Member. The directors elected pursuant to this paragraph by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall serve until the second annual meeting following the termination of the Class "B" Control Period.

Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint at least one director. Upon termination of the Class "B" membership, the director appointed by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting.

Notwithstanding any other provision in the By-Laws, if necessary to establish staggered terms for directors, the Board may, for one time only, provide that two directors be elected to each serve one term of three years.

Thereafter, upon the expiration of the term of office of each Class "A" Director, each successor director shall be elected to serve a two-year term. Notwithstanding the stated length of any term, directors shall hold office until their respective successors have been elected. Directors may not serve more than two consecutive two-year terms.

The directors which are not appointed by the Class "B" Member are referred to collectively as "Class "A" Directors."

In the event that any director position remains unfilled due to a lack of interested candidates or for any other reason, the Board may continue to conduct business despite such vacancy; provided, the remaining directors shall use reasonable efforts to fill any such vacancies (e.g., attempting to fill vacancies by appointment, holding regular elections, etc.).

3.6. Removal of Directors and Vacancies.

Any Class "A" Director may be removed, with or without cause, by the vote of Class "A" Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of such director's term. Class "A" Directors may not be removed by the Class "B" Member.

Any Class "A" Director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or occupies a Lot for which assessments are so delinquent) in the payment of any assessment or other charge due the Association may be removed by a majority vote of the Board, excluding the director at issue. If the director is removed, the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Section shall not apply to directors the Class "B" Member appoints nor to any director serving as Declarant's representative. The Class "B" Member or Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member or Declarant.

B. Meetings.

3.7. Organizational Meetings.

The Board shall hold an organizational meeting within 10 days following each annual membership meeting at such time and place as the Board shall fix.

3.8. Regular Meetings.

The Board may hold regular meetings at such time and place as the Board shall determine, provided the Board shall hold at least four such meetings during each fiscal year with at least one per quarter.

3.9. Special Meetings.

The Board shall hold special meetings when called by written notice signed by the President, Vice President, or any two directors.

3.10. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone (either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director); or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery,

telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Community at least 48 hours in advance of the meeting or provided in any other manner reasonably anticipated to provide notice to all Members, including publication in an Association newsletter with community-wide circulation, posting on a Community cable television channel, or posting on a Community Internet or intranet page. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

3.11. Telephonic Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

3.12. Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these By-Laws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Conduct of Meetings.

The President shall preside over all Board meetings; provided, in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall cause to be kept a minute book of Board meetings, recording all Board resolutions and all transactions and

proceedings occurring at such meetings. Owners may tape record or videotape Board meetings subject to reasonable rules the Board imposes.

3.14. Open Meetings; Executive Session.

Subject to the provisions of Section 3.15, all Board meetings shall be open to all Members. Members shall have the right to attend all meetings of the Board and to speak on certain matters for at least 3 minutes as set forth in Florida Statutes Chapter 720.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss with the Association's attorney any matters relating to pending or threatened litigation which are protected by the attorney-client privileges, or to discuss among the Board any other matter of a sensitive nature, if Florida law permits.

3.15. Action Without a Formal Meeting.

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if all directors sign a consent in writing, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.16. Powers.

The Board shall have all of the powers necessary to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Florida law require to be done and exercised exclusively by the membership generally.

3.17. Duties.

The Board's duties shall include, without limitation:

- (a) adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) providing for the operation, care, upkeep, and maintenance of the Common Maintenance Area consistent with the Community-Wide Standard;
- (c) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of necessary equipment, supplies, and materials;
- (d) depositing all funds received on the Association's behalf in a bank depository which the Board shall approve, and using such funds to operate the Association; provided, any

reserve funds may be deposited, in the Board's business judgment, in depositories other than banks;

(e) opening bank accounts on the Association's behalf and designating the signatories required;

(f) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws. Such contracts shall be in writing and the Association shall obtain competitive bids if required by Florida Statutes Chapter 720;

(g) enforcing the Governing Documents by legal or equitable means and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;

(h) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(i) paying the cost of all services rendered to the Association;

(j) keeping books with detailed accounts of the Association's receipts and expenditures;

(k) making available to any Owner and the holders, insurers, and guarantors of any Mortgage on any Lot current copies of the Governing Documents and all other Association books, records, and financial statements as provided in Section 6.4;

(l) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of SummerCamp;

(m) indemnifying an Association director, officer, or committee member, or former Association director, officer, or committee member to the extent such indemnity is required by Florida law, the Articles of Incorporation, or the Declaration; and

(n) maintaining, and retaining for the time periods required, the "official records" of the Association, as provided in Florida Statutes Section 720.303(4).

3.18. Compensation.

The Association shall not compensate a director for acting as such. The Association may reimburse any director for expenses incurred on the Association's behalf if approved by a majority of the other directors. In addition, subject to Section 3.27, nothing herein shall prohibit the Association from compensating a director for services or supplies he or she furnishes

to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a director is affiliated.

3.19. Right of Class "B" Member to Disapprove Actions.

During the period of Class "B" membership, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the Class "B" Member's sole and absolute judgment, would tend to impair rights or interests of Declarant, any Affiliate of Declarant, or Builders, interfere with development or construction of any portion of the Community, or diminish the level of services the Association provides.

(a) Notice. The Association, the Board, and each committee shall give the Class "B" Member written notice of their meetings and proposed actions to be approved at their meetings (or by written consent in lieu of a meeting). The notice shall comply with Section 3.10 and shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) Opportunity to be Heard. The Association, the Board, and each committee shall give the Class "B" Member the opportunity at any meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval described in this Section.

(c) Exercise of Rights. The Class "B" Member, its representatives or agents, shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, if the action is approved without a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction by the Association, the Board, or any committee. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

(d) Condition of Implementation. No action, policy, or program subject to the Class "B" Member's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

3.20. Management.

The Board may employ a professional management agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or those duties set forth in Section 3.17(a) (with respect to adoption of

the budget). The Board may contract with or employ Declarant or any Affiliate of Declarant as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination which the Association may exercise with or without cause and without penalty at any time after termination of the Class "B" Control Period upon not more than 90 days written notice. After the Class "B" Control Period terminates, the Association may not terminate any management contract, or retain a new managing agent, without the approval of Members representing a majority of the Association's total Class "A" votes, and during the Development and Sale Period, Declarant.

The Class "A" Members shall have no right to terminate a management contract during the Class "B" Control Period. Unless the Board otherwise grants such right, or unless the management contract otherwise provides, the Board may act in its discretion with respect to executing and terminating management contracts during the Class "B" Control Period. Any management contract may, among other things, authorize the managing agent to act as the Association's agent with respect to the expenditure of Association funds within the scope of the approved Association budget; provided, the managing agent shall not be permitted to spend money in excess of the budget or reallocate greater than 10% of any budget line item without the Board's prior approval.

3.21. Accounts and Reports.

The following management standards of performance shall be followed unless the Board specifically determines otherwise by a resolution duly adopted and permitted under Florida law:

- (a) accounting and controls should conform to generally accepted accounting principles;
- (b) the Association's cash accounts shall not be commingled with any other accounts;
- (c) the managing agent shall accept no remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; the Association shall benefit from anything of value received;
- (d) the managing agent shall disclose promptly to the Board any financial or other interest which it may have in any firm providing goods or services to the Association;
- (e) commencing at the end of the quarter in which the first Lot is sold and closed, the Board shall prepare financial reports for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual or a cash basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(f) an annual report shall be prepared within 60 days after the close of the fiscal year. Financial reports shall be prepared pursuant to Florida Statutes Chapter 720 as follows:

(i) A complete set of financial statements in accordance with generally accepted accounting principles, based upon the Association's total annual revenues, as follows:

A. compiled financial statements for any fiscal year in which the Association has total annual revenues of \$100,000 or more, but less than \$200,000;

B. reviewed financial statements for any fiscal year in which the Association has total annual revenues of at least \$200,000, but less than \$400,000; and

C. audited financial statements for any fiscal year in which the Association has total annual revenues of \$400,000 or more.

(ii) A report of cash receipts and expenditures (for any fiscal year in which the Association has total annual revenues of less than \$100,000), which must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional, and management fees and expenses; taxes, costs for recreation facilities, expenses for refuse collection and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves if maintained by the Association.

(iii) If 20 percent of the Class "A" Members petition the Board for a level of financial reporting higher than that required by this subsection, the Board shall duly notice and hold a meeting of Members within 30 days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of the Members representing at least a majority of the total Class "A" votes in the Association, the Board shall prepare or cause

to be prepared, shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary in the Governing Documents, and shall provide within 90 days of the meeting or the end of the fiscal year, whichever occurs later:

A. compiled, reviewed, or audited financial statements, if the Board is otherwise required to prepare a report of cash receipts and expenditures;

B. reviewed or audited financial statements, if the Board is otherwise required to prepare compiled financial statements; or

C. audited financial statements, if the Board is otherwise required to prepare reviewed financial statements.

(iv) If approved by a majority of the Members present at a properly called meeting of the Association, the Board may prepare or cause to be prepared:

A. a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statements.

B. a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

C. a report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Within 10 business days following its receipt of a written request, the Board shall provide a Member or its authorized agent with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. In addition, to the extent Florida law requires, the Association shall send a copy of the annual report to each Member..

3.22. Right To Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside of the Community.

3.23. Enforcement.

The Association may impose sanctions for any violation of the Governing Documents. To the extent the Declaration or Florida law requires an opportunity for a hearing, the Board shall comply with the following procedures prior to imposition of sanctions:

(a) Notice. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed;

(iii) a period of not less than 15 days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the alleged violator challenges the violation within the period permitted in the notice. The Board or Covenants Committee may suspend any proposed sanction if the violation is cured, or if a diligent effort is made to cure, within the period during which a hearing may be requested. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

If a timely request for a hearing is not made, the sanction stated in the notice may be imposed without the necessity of a hearing; provided, the Association may not impose a fine or suspend Common Area use rights for any violation other than a failure to pay assessments, unless the Covenants Committee, by a majority vote, first approves the proposed fine or suspension.

(b) Hearing. If the alleged violator requests a hearing within the allotted period, the hearing shall be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice 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 requirement shall be deemed satisfied if the alleged violator or its representative 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.

(c) Appeal. Following a hearing before the Covenants Committee, the alleged violator shall have the right to appeal the decision to the Board. To exercise this right, the alleged violator must submit a written notice of appeal to the Association's manager, President, or Secretary within 10 days after being informed of the results of the hearing by the Association's manager or another Board officer or representative.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, if permitted under the Declaration, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the Declaration's dispute resolution procedures, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

3.24. Board Training Seminar.

The Board may provide or provide for seminars and continuing educational opportunities designed to educate and inform directors of their responsibilities as directors. Such programs shall include instruction on applicable Florida corporate and fiduciary law principles, other issues relating to administering the Community's affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, which may include

property managers, attorneys, and accountants, as appropriate or necessary for such purpose. The Board may require that each newly elected, and each re-elected director complete a training seminar within the first six months of assuming the director position.

3.25. Board Standards.

In performing their duties, directors and officers shall act as fiduciaries and are subject to insulation from liability as provided for directors of corporations by Florida law and as otherwise provided by the Governing Documents. Directors shall exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule.

A director shall act in accordance with the business judgment rule so long as the director:

(a) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(b) affirmatively undertakes to make decisions which are necessary for the Association's continued and successful operation and, when decisions are made, they are made on an informed basis;

(c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and

(d) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

A director acting in accordance with the business judgment rule shall be protected from personal liability. Unless the Governing Documents require that specific action be taken, the failure to take such specific action shall not, without further showing that the Board acted in violation of the business judgment rule, be deemed a violation of a Board duty.

Board determinations of the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

3.26. Conflicts of Interest; Code of Ethics.

Unless otherwise approved by a majority of the other directors, no Class "A" Director may transact business with the Association or an Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members. The Board may void any contract which creates a prohibited conflict of interest.

Notwithstanding the above, the directors appointed by the Class "B" Member may be employed by or otherwise transact business with Declarant or any Affiliate of Declarant, and Declarant and its Affiliates may transact business with the Association or its contractors.

The initial Board shall create and adopt a written "Code of Ethics" applicable to all directors and officers. The Code of Ethics shall incorporate the above standards and other conduct rules it deems appropriate. Each officer and director, as a pre-condition to service, shall acknowledge and agree, in writing, to abide by the Code of Ethics.

Article IV: Officers

4.1. Officers.

The Association's officers shall include a President, Vice President, Secretary, and Treasurer. The officers may, but need not, be Board members, Owners, or residents of the Community. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, with such officers to have such authority and perform such duties as the Board prescribes. The same person may hold any two or more offices, except the offices of President and Secretary.

4.2. Election and Term of Office.

The initial officers of the Association shall be elected by the Board at its organizational meeting or by unanimous written consent in lieu thereof and shall serve until the Association's second annual meeting. Thereafter, the Board shall elect the Association's officers at the first Board meeting following each Association annual meeting or by unanimous written consent in lieu thereof. Officers shall serve until their successors are elected. Officers may not hold the same office for more than two consecutive terms.

4.3. Removal and Vacancies.

Any officer may be removed by a vote of at least 2/3 of the directors. The Board shall appoint a replacement to fill any vacancy in any office for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall supervise the preparation of the Association's budget, but shall delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other Association instruments shall be executed by an officer, unless the Board provides otherwise, or by such other person or persons as the Board may designate by resolution.

4.7. Compensation.

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.18.

Article V: Committees

5.1. General.

The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution.

In an effort to encourage and incorporate a broad base of Owner and resident participation in community governance, it shall be the Association's policy that the Board create and delegate its responsibilities to committees as reasonably appropriate.

Committees shall exercise only such authority as granted by Board resolution, provided the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two consecutive two-year terms on the same committee.

5.2. Covenants Committee.

The Board shall appoint a Covenants Committee consisting of at least three members. The Covenants Committee members shall be Members of the Association who are not directors, officers, or employees of the Association or the spouse, parent, child, brother, or sister of a director, officer, or employee. Acting in accordance with the provisions of the Declaration, these By-Laws, and any Board resolutions, the Covenants Committee shall be the Association's hearing tribunal and shall conduct all hearings held pursuant to these By-Laws. The Board may not impose a fine without a majority vote of the Covenants Committee.

5.3. Other Committees.

In addition to the above, the Board may create additional committees, as it deems necessary and useful. The following are examples of types of committees, along with their purpose, which the Board may create:

(a) Finance Committee - actively assist the Board, the Treasurer, and the Association's managing agent, if any, in preparing the Association's budget.

(b) Physical Maintenance Committee - preside over maintenance of the Common Maintenance Areas.

(c) Dispute Resolution Committee - mediate disputes concerning the interpretation of Use Restrictions, rules, and other Governing Document provisions and advise the Board on initiating litigation involving the Association (as provided in the Declaration); provided, the Dispute Resolution Committee shall not preside over matters relating to the collection of assessments or other fees and charges. Each member of the Dispute Resolution Committee shall attend a Board-approved course on dispute resolution.

The Board may establish by resolution the specific scope and limitations on the authority of the above committees.

Article VI: Miscellaneous

6.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law or the Governing Documents.

6.3. Conflicts.

Conflicts between or among the Governing Documents and Florida law governing documents shall be resolved as directed in the Declaration.

6.4. Books and records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Governing Documents, the

membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within the Community as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing documents requested. The Board shall make such records available within 10 business days of its receipt of a written request by an Owner or his or her authorized agent.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties the Association owns or controls. The director's right of inspection includes the right to make a copy of a relevant document at the Association's expense.

6.5. Notices.

Except as the Declaration or these By-Laws otherwise provide, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or by private carrier; if sent by United States mail; or, if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission. Notices shall be delivered or sent to the intended recipient as follows:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member;

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as is designated by written notice to the Members pursuant to this Section; or

(c) if to any committee, at the principal address of the Association or at such other address as shall be designated by written notice to the Members pursuant to this Section.

Notices shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery;

(iii) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation; or

(iv) if posted, notice shall be deemed delivered when posted.

6.6. Amendment.

(a) By Class "B" Member. During the Class "B" Control Period, the Class "B" Member unilaterally may amend these By-Laws for any purpose. Thereafter, the Class "B" Member unilaterally may amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots. No amendment may adversely affect the title to any Lot unless the Lot Owner consents to the amendment in writing.

(b) By the Class "A" Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent of Members representing at least 67% of the Association's total Class "A" votes, and the consent of the Class "B" Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, as applicable, or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of SummerCamp Community Association, Inc., a Florida not for profit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ___ day of _____, 2005.

IN WITNESS WHEREOF, I have hercunto subscribed my name and affixed the seal of said Association this ___ day of _____, 2005.

Secretary [SEAL]

EXHIBIT "E"

Articles of Incorporation of SummerCamp Community Association, Inc.

Inst:0200508192 Date:09/07/2005 Time:15:56
_____DC, Marcia Johnson, FRANKLIN County B:870 P:105

**ARTICLES OF INCORPORATION
OF
SUMMERCAMP COMMUNITY ASSOCIATION, INC.
(A Florida Not-For-Profit Corporation)**

The undersigned, by these Articles, associate themselves for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, and certify as follows:

Article 1. Name. The name of the Corporation is SummerCamp Community Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the "Association."

Article 2. Address. The address of the initial principal office of the Association and the initial mailing address of the Association is 3800 Esplanade Way, Suite 100, Tallahassee, Florida 32311.

Article 3. Definitions. All capitalized terms used herein which are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions, and Restrictions for SummerCamp, recorded or to be recorded in Franklin County, Florida, as amended from time to time (the "Declaration").

Article 4. Purposes. The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which the Association is organized are:

(a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Governing Documents and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the owners of real property subject to the Declaration.

Article 5. Powers. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or By-Laws of the Association, may be exercised by the Board of Directors:

(a) all of the powers conferred upon nonprofit corporations by common law and Florida statutes in effect from time to time;

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, and the Declaration, including, without limitation, the following:

(i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Declaration by any lawful means; to pay all expenses in connection therewith

and all administrative and other expenses incident to the conduct of the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(ii) to manage, control, operate, maintain, repair, and improve the common areas and facilities, and any property subsequently acquired by the Association, or any property owned by another for which the Association, by rule, regulation, declaration, or contract, has a right or duty to provide such services;

(iii) to make rules and regulations and to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or By-Laws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Declaration;

(v) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to borrow money for any purpose subject to such limitations as may be contained in the Declaration and By-Laws;

(vii) to enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(ix) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, any amendment is subject to Member approval as required in the By-Laws, and such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(x) to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 5 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 5.

Article 6. Members. The Association shall be a membership corporation without certificates or shares of stock. There shall be two classes of membership as more fully set forth in the Declaration. The Owner of each Lot, as those terms are defined in the Declaration, shall be a member of the Association and shall be entitled to vote as provided in the Declaration and the By-Laws.

Change of membership in the Association shall be established by recording in the Official Records of Franklin County, Florida, a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the Owner designated by such instrument shall become a member of the Association and the membership of the prior Owner shall terminate.

Article 7. Existence and Duration. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Department of State. The Association shall exist in perpetuity.

Article 8. Board of Directors; Officers. The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors. The Board may delegate its operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

The initial Board shall consist of three members. The names and addresses of the initial directors, who shall serve until their successors are elected and have qualified, or until removed, are as follows:

Chris Drury
3255 Hemingway Boulevard
Tallahassee, Florida 32311

Pat Groeniger
3800 Esplanade Way, Suite 100
Tallahassee, Florida 32311

Keith Dantin
3800 Esplanade Way, Suite 100
Tallahassee, Florida 32311

The method of election and removal, the method of filling vacancies, and the term of offices of directors and officers shall be as set forth in the By-Laws.

Article 9. By-Laws. The By-Laws shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws.

Article 10. Liability of Directors. Notwithstanding limitations of the Florida Not For Profit Corporation Act, as it exists on the date hereof or as it may hereafter be amended, permitting the limitation or elimination of the liability of directors, no director of the Association, including any director appointed by the Class "B" Member, shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect

on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article 11. Amendments. Until termination of the Class "B" membership, Declarant may unilaterally amend these Articles for any purpose. Thereafter, amendments to these Articles of Incorporation may be proposed and adopted upon a resolution duly adopted by the Board and the affirmative vote or written consent of Members representing at least 67% of the Class "A" votes in the Association, and the consent of Declarant, during the Development and Sale Period. No amendment may be in conflict with the Declaration, and no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration.

Article 12. Dissolution. The Association may be dissolved only as provided by Florida law. If the Association is dissolved, the net assets shall be conveyed to another Florida not for profit corporation with purposes similar to the Association.

Article 13. Incorporator. The name of the incorporator of the Association is Susan G. Whitlatch, and such incorporator's address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202.

Article 14. Registered Agent and Office. The initial registered office of the Association is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 and the initial registered agent at such address is Christine M. Marx.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation.

Susan G. Whitlatch, Incorporator

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

SummerCamp Community Association, Inc.

2. The name and address of the registered agent and office is:

Christine M. Marx
245 Riverside Avenue, Suite 500
Jacksonville, Florida 32202

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Signature

Christine M. Marx

Date
