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RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

RECORD VERIFIED
Richard Ake
Clerk of Circuit Court
Hillsborough County, Fla.
By Sandra L. Neely, D.C.

MASTER BEAUTIFICATION DECLARATION
FOR
GREATER SUN CITY CENTER

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THIS MASTER BEAUTIFICATION DECLARATION FOR GREATER SUN CITY CENTER ("Declaration") is made by SUN CITY CENTER CORP., a Delaware corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property situated in Hillsborough County, Florida and identified in Article II of this Declaration; and

WHEREAS, the Property is a portion of the property that has been planned for development pursuant to that certain Sun City Center General Development Site Plan certified as of November 30, 1990, together with any amendments or modifications thereto ("Master Plan"); and

WHEREAS, Declarant desires and intends to develop the Property according to the Master Plan as a residential community which will become part of the unincorporated area of Sun City Center, Florida consisting of the immediate and surrounding residential and commercial area which together is often referred to as the greater Sun City Center area ("Community"); and

WHEREAS, Declarant desires to insure the attractiveness of the Community in order to preserve, protect and enhance the property values of the Community and to provide for the maintenance of landscaping on certain common roadways and features within the Community and to carry out selected other beautification or other projects in the Community and, to this end, Declarant desires to subject the Property to the covenants, hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner of the portions thereof as well as the entire Community; and

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WHEREAS, Declarant desires to provide for an association which is delegated and assigned the powers of carrying out the purposes set forth in this Declaration; and

WHEREAS, Declarant desires that such association also promote common interests outside the Property but within the Community; and

WHEREAS, Declarant has formed GREATER SUN CITY CENTER BEAUTIFICATION CORPORATION under the laws of the State of Florida as a not-for-profit corporation ("Master Beautification Association") for the purpose of exercising the functions, responsibilities and duties of the association contemplated herein.

NOW, THEREFORE, the Declarant hereby declares that the Property identified in Article II hereof and other properties from time to time identified and to the extent as herein provided are hereby made subject to this Declaration and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions and liens hereinafter set forth (sometimes referred to as "Covenants and Restrictions").

ARTICLE I: DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Affiliate Association" or "Affiliate Association Member" means a corporation which is formed to administer a declaration of covenants and restrictions, a declaration of condominium or similar declaration, which affects any property that is not included within the Property, but which operates within the Community and has elected to become a Member of the Master Beautification Association in accordance with the affiliation membership provisions of Article V hereof.

Section 2. "Articles" means the Articles of Incorporation of the Master Beautification Association and its successors, as amended from time to time.

Section 3. "Board of Directors" or "Board" means the Board of Directors of the Master Beautification Association.

Section 4. "By-Laws" means the By-Laws of the Master Beautification Association and its successors, as amended from time to time.

Section 5. "Community Member" means any Person who from time to time satisfies the prerequisites of the Community membership category and remains current in the satisfaction of such requirements of membership in accordance with the membership provisions of Article V hereof.

Section 6. "Declaration" means this Declaration, as amended from time to time.

Section 7. "Declarant" means Sun City Center Corp., a Delaware corporation, and its successors or assigns including but not limited to assigns by operation of law. The term "Declarant" shall not include any Person who purchases a Unit for his personal use. However, a subsequent owner of an undeveloped portion of the Property or of unsold inventory may be specifically assigned a portion of the rights held by Sun City Center Corp. (and its successors or assigns of full Declarant's rights) as Declarant hereunder and such assignee shall also be deemed a Declarant but limited to only exercise such rights of the Declarant hereunder as Sun City Center Corp. specifically assigned with respect to the portion of the Property identified in the assignment. If, however, such purchaser is specifically assigned all the rights held by Sun City Center Corp. (and its successors or assigns of full Declarant's rights) as Declarant hereunder, such assignee shall be deemed the Declarant for all purposes and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the Public Records specifically setting forth the description of the rights assigned and the specific property being purchased by assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between Sun City Center Corp. (and its successors or assignee of full Declarant's rights) and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by Sun City Center Corp. as Declarant hereunder (and its successors or assignee of full Declarant's rights) shall be controlling.

Section 8. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same portion of the Property.

Section 9. "Homeowners Association" means a corporation, other than the Master Beautification Association or the Sun City Center Community Association, Inc. or the Sun City Center West Master Association, Inc., which is formed pursuant to a declaration of covenants and restrictions, declaration of condominium or similar declaration, affecting any portion of the Property, and whose membership consist, or will consist, of the fee title owners of the lots, units or the like constituting the property affected by such declaration. For purposes of this Declaration, any portion of the Property affected by any such declaration shall be deemed to be operated by, and subject to the jurisdiction of, such Homeowners Association.

Section 10. "Institutional Lender" means the holder of a Mortgage encumbering any portion of the Property, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the Owner of the property encumbered. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance

company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

Section 11. "Master Beautification Association" means the GREATER SUN CITY CENTER BEAUTIFICATION CORPORATION, a Florida corporation not-for profit, organized pursuant to the provisions of Chapter 617, Florida Statutes.

Section 12. "Member" means a member of the Master Beautification Association, as provided in this Declaration, the Articles or the By-Laws.

Section 13. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation.

Section 14. "Owner" means any Person who from time to time holds record fee title to any lot, Unit or any other portion of the Property. If more than one Person holds such title, all such Persons are Owners, jointly and severally. The Declarant is an Owner with respect to any lot, Unit or any other portion of the Property from time to time owned by such Declarant.

Section 15. "Owner Member" means an Owner who is a Member of the Master Beautification Association pursuant to the provisions of Section 1(b) of Article V hereof.

Section 16. "Person" means any natural person or artificial entity having legal capacity.

Section 17. "Property" shall mean and refer to that certain real property identified in Article II hereof. The term "Property" shall include all improvements located upon or within the Property.

Section 18. "Public Records" shall mean the Public Records of the county in which the Property is located.

Section 19. "Resident" means a permanent occupant of a Unit.

Section 20. "Unit" means a residential dwelling contained within any portion of the Property for which the controlling governmental authorities have issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a Unit. A Unit may include, but is not limited to, a single-family

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, is particularly described in the metes and bounds description attached hereto as Exhibit A and incorporated by this reference as fully as if specifically repeated herein, together with any additions thereto made subject to this Declaration and less any deletions therefrom pursuant to Article IV hereof, and shall herein be referred to as the "Property".

ARTICLE III: APPURTENANCES AND OTHER PROPERTY

Section 1. Appurtenances. The obligations and benefits imposed and granted by this Declaration constitute an appurtenance to, and will pass with, the title to every portion of the Property until this Declaration is terminated as hereinafter provided.

Section 2. Ownership of Other Property. The Master Beautification Association may acquire, hold, manage, maintain, and dispose of real and personal property as may be determined from time to time by the Board of Directors.

Section 3. Conveyance By Declarant. Declarant may convey title to any portion of the Property or other property within the Community which is owned by it, or any easement or interest therein, to the Master Beautification Association, but the Master Beautification Association shall not be required to accept such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Master Beautification Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording written acceptance of such conveyance in the Public Records. (Revised November, 1994)

Section 4. Conveyance By Any Person. Any Person other than the Declarant may convey title to any portion of the Property or other property within the Community owned by such Person, or any easement or interest therein, to the Master Beautification Association, but the Master Beautification Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Master Beautification Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording such written acceptance of such conveyance in the Public Records.

ARTICLE IV: ADDITIONS OR DELETIONS OF PROPERTY

Section 1.

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Section 1.

(a) Additions to the Property. Additional land may be made subject to all the terms of this Declaration and brought within the jurisdiction and control of the Master Beautification Association in the manner specified in this Article, provided such is done within forty (40) years from the date this Declaration is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Master Beautification Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Property" as used in the Declaration. Notwithstanding anything contained in this Section, the Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Master Beautification Association.

(b) Mergers or Consolidation. Upon a merger or consolidation of the Master Beautification Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Master Beautification Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Master Beautification Association under this Declaration and administer the Covenants and Restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

(c) Deletions from the Property: Only the Declarant may delete and withdraw a portion of the Property from being subject to this Declaration. If there are multiple Declarants because of a partial assignment of Declarant's rights, then the deletion may only be accomplished by the Declarant which owns the property to be deleted.

Section 2. Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made by the following procedure:

(a) Except as otherwise provided in Section 8 of Article XII herein where applicable, the Declarant shall have the right from time to time, in its discretion

and without need for consent or approval by either the Master Beautification Association, any Member or other Person, to make additional land owned by Declarant subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Master Beautification Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Declarant must obtain the consent and approval of each holder of such mortgage(s).

(b) The addition shall be accomplished by the Declarant recording in the Public Records, a supplement to this Declaration with respect to the additional land extending the scheme of the Covenants and Restrictions of this Declaration to such land as specifically and legally described. Except as otherwise provided in Section 8 of Article XII herein where applicable, such supplement need only be executed by the Declarant and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of mortgage(s) on such additional land. No joinder or consent of the Master Beautification Association, any Member or other Person shall be required. Such supplement may contain such additional provisions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof. In no event, however, shall such additional provisions and/or modifications revoke, modify, or add to the Covenants and Restrictions established by this Declaration as such affect the land described in the original Exhibit A or added by a previous supplement.

(c) The Declarant may delete and withdraw a portion of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the Public Records which specifically and legally describes the property being withdrawn. The Declarant must own the property being withdrawn. Subject to the provisions of Article VIII and Section 8 of Article XII herein where applicable, such supplement need only be executed by the Declarant and shall not require the joinder and consent of the Master Beautification Association, any Member or other Person.

(d) Nothing contained in this Article shall obligate the Declarant to make additions to or deletions from the Property.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** The Members of the Association shall consist of Persons who qualify under the following categories:

(a) **Declarant.** Declarant shall be the initial Member of the Master Beautification Association. Declarant shall remain a Member of the Master Beautification Association until the earlier of such time as either (i) all of the Units that may be constructed within the Property have been completed and sold, or (ii) until Declarant relinquishes its membership by written notice to the Master Beautification

Association recorded in the Public Records.

(b) Owner Member. Each Owner of a Unit shall be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Unit. By acceptance of a deed or other conveyance of a Unit, each such Owner thereby becomes an Owner Member whether or not this Declaration or such membership is made a part of, incorporated by reference in, or expressed in any way said deed or other conveyance. There shall be one Owner membership allocable to each Unit. Any Person who is the Owner of more than one Unit shall have the number of Owner memberships equal to the number of Units which are owned by such Person.

Except for the Declarant, all Persons who enjoy membership in the Master Beautification Association by virtue of being Owners of Units within a Homeowner Association shall not have direct voting rights in the Master Beautification Association, but shall be represented in proxy as to all matters relating to the Master Beautification Association only by and through delegates selected in accordance with the following provisions ("Owner Delegates"). Each Owner Delegate shall be deemed to have an irrevocable proxy coupled with an interest from each Owner Member represented ("Represented Owners"). All Represented Owners of Units in a Homeowner Association shall be represented at meetings of the Master Beautification Association by one Owner Delegate. The president (or vice president in the president's absence) of each Homeowner's Association shall constitute the Owner Delegate for the Represented Owners of Units in such Homeowner Association. The name of the respective Owner Delegate shall be made in writing by the secretary of each Homeowner's Association, and delivered to the secretary of the Master Beautification Association prior to any meeting at which a vote is taken. Such designation shall remain on file and in effect until rescinded and replaced with a subsequent designation. Votes cast by the Owner Delegate shall be cast in the same manner and with the same force and effect as though each Owner Member in the constituent Homeowner's Association had given the Owner Delegate a personal irrevocable proxy coupled with an interest. The Owner Delegate representing Owner Members in a Homeowner's Association shall be entitled to collectively cast a total number of votes equal to the number of Units owned by the Represented Owners in the Homeowner's Association. The votes attributable to Units in a Homeowner's Association owned by the Declarant shall always be cast by the Declarant who shall not be a Represented Owner. The votes cast by the Owner Delegate shall not be required to be cast as a block.

(c) Affiliate Association Member. A corporation formed to administer a declaration of covenants and restrictions, a declaration of condominium or similar declaration which affects a parcel of property that is not within the Property but within the Community may become a Member of the Master Beautification Association as an Affiliate Association upon the affirmative vote of such number of

its members and in such manner as decisions of such association are required by its declaration or other governing documents. Such membership shall be pursuant to and in accordance with an affiliation agreement entered into with the Master Beautification Association. The Affiliate Association Member shall be represented at all meetings by the president (or vice-president in the president's absence) who shall be entitled to cast a total number of votes equal to the units (or lots or the like) owned by members of the Affiliate Association.

The affiliation agreement granting affiliation membership must be in writing and approved by Affiliate Association and by the Board of Directors of the Master Beautification Association but does not need the approval of the Members, Declarant or any other Person. Such agreement shall specifically describe the terms of such membership and the assessment to be paid. Such assessment shall be an assessment of the entire Affiliate Association and shall constitute a common expense thereof.

(d) Community Membership. Any Person within the Community but neither within the Property nor a member of an Affiliate Association may become a Community Member upon making a donation pursuant to rules and regulations to be promulgated by the Board. Classes of such membership with different levels of donations may be established by the Board. A category of membership from the Community may also be established by the Board which would be open to individuals, entities or organizations who wish to contribute services or in-kind items for one or more discrete Community projects of the Master Beautification Association.

Section 2. Classes of Membership and Voting:

(a) Classes of Membership. The Master Beautification Association shall have three classes of membership: Class A and Class B shall be voting memberships and Class C shall be non-voting memberships. The classes of membership are more described as follows:

(i) Class A. "Class A Members" shall be (i) all Owner Members except that so long as there is Class B membership, the Declarant shall not be a Class A Member and (ii) all Affiliate Association Members.

(ii) Class B. The "Class B Member" shall be the Declarant, which shall be entitled to cast a number of votes equal to nine (9) times the sum of (i) all Units owned by the Declarant plus (ii) all remaining planned units for the Property according to the Master Plan, which planned units when constructed would qualify as Units ("Planned Units").

(iii) Class C. Each Community Member shall be a Class C

Member and shall have no voting rights.

(b) Termination of Class B Membership. Upon the earlier of the following to occur, Class B membership shall cease and Declarant shall become a Class A Member entitled to cast votes equal to the number of Units owned by the Declarant:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) On December 31, 2025, or

(iii) When the Declarant waives in writing its right to Class B membership and records such waiver in the Public Records referring specifically therein to the recording information of this Declaration.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article IV hereof, the Units and Planned Units thereof pursuant to the Master Plan shall be determined and if following such addition of land, the total number of votes which can be cast by the Declarant (calculated as if Declarant were a Class B Member again, as to all portions of the Property owned by Declarant) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant) then Declarant's Class A membership shall automatically be reconverted to Class B membership again with all entitling Declarant to the voting rights attendant thereto. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

Section 3. Quorum and Method of Voting. The total number of votes which may be cast on any matter requiring a vote of the membership shall be equal to the number of votes that may be cast by the Class A Members and the Class B Member, if any, at the time of such vote. Unless this Declaration, the Articles of Incorporation, the By-Laws or any law shall specify a greater vote, all Master Beautification Association matters requiring action by the membership shall be decided by a majority of the votes cast at a duly called meeting at which more than one-third (1/3) of the votes which could be cast at such meeting, determined as aforesaid, are represented in person or by proxy.

Section 4. Board of Directors. The Association shall be governed by its Board of Directors ("Board") comprised of such number of persons ("Directors") as are provided for and are (i) duly appointed or elected by the Declarant or (ii) elected by the Class A Members other than the Declarant as provided herein and in the Articles of Incorporation and By-Laws. Each Director elected by the Class A Members other than

the Declarant shall be either an Owner Member or a member of an Affiliate Association. Each Director appointed or elected by Declarant shall have no membership requirement.

Section 5. Control of the Board and Election of Directors by Members Other Than Declarant. It is the intention of Declarant in this Declaration to provide in material part for the control of the Board of Directors until the development of the Property is substantially complete. Whether or not Declarant shall continue to exercise its voting power as a Class B Member, Declarant shall nevertheless appoint all Directors of the Board until otherwise provided in this paragraph. The Class A Members other than the Declarant shall be entitled to elect one (1) Director of the Board when the total number of Units owned by Owner Members other than the Declarant exceeds thirty percent (30%) of the total Planned Units for the Property. The Class A Members other than the Declarant shall be entitled to elect two (2) Directors of the Board when the total number of Units owned by Owner Members other than the Declarant exceeds sixty percent (60%) of the total Planned Units for the Property. The Class A Members (including the Declarant if then a Class A Member) shall be entitled to elect a majority of the Board when the total number of Units owned by Owner Members other than the Declarant exceeds ninety percent (90%) of the total Planned Units for the Property. Until all Planned Units that can be built on the Property is built, the Declarant shall be entitled to appoint or elect at least one (1) Director.

Section 6. Board Liability. None among the Board of Directors or officers of the Master Beautification Association or the Declarant, its partners, employees, shareholders, officers, Directors and agents, nor the agents or employees of any of them (all of the above hereinafter referred to as the ("Protected Parties")), shall be liable to any Member or any other person for any mistake of judgment or any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. Each Member hereby agrees that the Master Beautification Association shall, and the Master Beautification Association hereby agrees to, indemnify, hold harmless, protect and defend any and all of the Protected Parties from and against each claim, suit, loss, damage, cost and expense, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise of any such claim, etc. incurred in connection with any act or omission for which such Protected Party is exculpated from liability as provided in the first sentence of this paragraph. To the extent possible, the obligation of the Master Beautification Association indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Master Beautification Association.

ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE MASTER

BEAUTIFICATION ASSOCIATION

Section 1. The Maintenance and Operational Duties of the Master Beautification Association. The Master Beautification Association shall accomplish its purposes, make rules and regulations, control and manage its property pursuant to the terms and provisions of this Declaration and the Master Beautification Association's Articles and By-Laws and the actions of the Board taken in connection therewith. If necessary, the Master Beautification Association may hire personnel and lease, purchase and maintain such equipment as may be necessary for the administration and operation of the Master Beautification Association and the performance of any of its duties as are set forth herein. To the extent funds are available and allocated in its annual approved budget, the Master Beautification Association shall contribute towards or undertake the following maintenance and operational duties:

(a) The irrigation and maintenance of the landscaping within the medians and unpaved right-of-way areas of (1) Pebble Beach Boulevard and (2) State Road 674 from Cypress Creek east to U.S. Highway 301 at a level higher than would otherwise be achieved by county, state or other governmental bodies. The Master Beautification Association's maintenance obligations with regard to such roadways shall not include maintenance of any drainage or other facilities or systems therein or the pavement and curbs of each roadway. It is recognized that the Master Beautification Association has entered into and may enter into agreements with governmental bodies relating to such beautification projects and may accept financial assistance from such governments in connection therewith.

(b) The maintenance of the water, shore area and related systems, pumps or other equipment of any lake, canal or surface water management system; which lake, canal or system or the like is either (1) indicated on a plat recorded in the Public Records by Declarant as being maintained by the Master Beautification Association or (2) identified by the Board as an area to be maintained by the Master Beautification Association.

(c) The maintenance of the entrance sign along S.R. 674 near Cypress Creek announcing the entrance to Sun City Center. Such maintenance shall include the repair, operation and replacement of the sign, the water and lighting features and the surrounding areas of landscaping.

(d) The maintenance of any conservation, wetland, nature or similar area if (1) the Master Beautification Association is designated on any plat recorded in the Public Records by Declarant as having the responsibility of such maintenance or if (2) Declarant enters into any agreement for the maintenance of any such areas relating to the Community and Declarant assigns its duties and obligations with respect to such areas to the Master Beautification Association (which assignment the Master Beautification Association will be obligated to accept) or if (3) the area is

identified by the Board as an area to be maintained by the Master Beautification Association. The Master Beautification Association shall maintain any such conservation, wetlands, nature or similar areas in conformance with all controlling governmental regulations or contractual obligations, and the Master Beautification Association shall indemnify and hold Declarant harmless from and against any liability that Declarant may have as a result of the Master Beautification Association's failure to so properly maintain.

(e) The maintenance of any property pursuant to any easement for air and light, conservation, beautification or similar aesthetic or preservation purposes relating to property within the Community granted to and accepted by the Master Beautification Association. The maintenance of any such easement area shall at all times be in accordance or consistent with the purposes set forth in the respective easements.

(f) The Board may also select specific Community civic or service or similar projects to sponsor or support with the influence and/or financial and/or service resources of the Master Beautification Association. Such support may be on a one time or continuing basis under such parameters as the Board shall approve. However, no special project undertaken in any single fiscal year shall increase the annual general assessment by more than 10% unless such project shall have been approved by a majority of the votes cast by the voting membership present in person or by proxy at a duly called meeting of the membership.

Section 2. Budget. The foregoing constitutes the basic maintenance and operational duties of the Master Beautification Association which shall be accomplished in accordance with a budget to be funded by the revenues of the Master Beautification Association including the assessments paid by Members as hereinafter provided. It shall be the duty and responsibility of the Board of Directors to fix and determine from time to time, but not less frequently than annually, an operating budget. The procedure for the determination of the assessments to fund such budget shall be as hereinafter set forth in this Declaration. The Board of Directors shall have the power and authority to levy the general assessment and also to levy a special assessment should one become necessary as determined by the Board in their sole discretion to augment the general assessment. The assessments shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles or by the By-Laws of the Master Beautification Association. Each assessment shall be levied by the Board of Directors and shall be payable in advance on a monthly, quarterly, semi-annual or annual basis, or otherwise as determined by the Board of Directors.

Section 3. Management Contracts. The Master Beautification Association shall expressly have the power to contract for the management and operation of the Master Beautification Association, and shall further have the power to delegate to

such contractor any or all of the maintenance and operational duties of the Master Beautification Association. If applicable, any such management contract shall contain such terms as may be necessary to prevent the loss of tax exempt status for the Master Beautification Association pursuant to the rules applied by the Internal Revenue Service. The Master Beautification Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Master Beautification Association. The undertakings and contracts authorized by a Board of Directors consisting of Directors appointed or elected by the Declarant shall be binding upon the Master Beautification Association in the same manner as though such undertakings and contracts had been authorized by the Board of Directors consisting of Directors elected by the voting membership of the Master Beautification Association other than the Declarant; provided, however, that any management contract entered into by the Master Beautification Association prior to the election of the first Board consisting of a majority of Directors elected by the voting membership of the Master Beautification Association shall, within one (1) year following the election of such Board, be terminable by the Master Beautification Association without cause or penalty upon not less than ninety (90) days' advance written notice provided that such termination is approved by a majority of the votes of the entire voting membership at a duly called membership meeting.

ARTICLE VII: COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. The Class A Members shall be responsible for the payment of the following assessments to the Master Beautification Association:

- (a) General Assessments, as defined in Section 2 of this Article; and
- (b) Special Assessments, as defined in Section 4 of this Article; and
- (c) Specific Assessments that are established pursuant to any provision of this Declaration as provided in Section 5 of this Article; and
- (d) All sales, excise or other taxes, if any, that from time to time as may be imposed upon all or any portion of the assessments established by this Article.

Each such assessment, together with interest, late fee(s), and all costs and expenses of collection, including reasonable attorneys' fees, shall be the personal obligation of the respective Class A Member required hereunder to pay such assessment.

Section 2. General Assessments. In order to promote the common good and welfare of the Members, to operate and manage the Master Beautification Association and its properties, if any, and to perform maintenance and other duties as required by

this Declaration, and/or the Articles and By-Laws of the Master Beautification Association or as decided by the Board of Directors, and otherwise fund the annual budget, the Board shall levy a general assessment ("General Assessment"). The initial General Assessment for each Owner Member shall be \$5.00 per month per Unit owned and will remain in effect until a different General Assessment is determined as provided hereinbelow. Unless otherwise set forth in the affiliation agreement pursuant to which an Affiliate Association becomes a Member of the Master Beautification Association, the General Assessment against the Affiliate Association shall be the product of the number of units in the Affiliate Association Member times the amount of General Assessment against each Owner Member.

Section 3. Determination of General Assessment. Except with regard to the initial General Assessment which is established above by this Declaration, the amount of the General Assessment shall be levied by the Board of Directors which shall make diligent effort to approve the new budget and establish the amount of such assessment in advance of each fiscal year. Except for the initial General Assessment, written notice of the amount of the respective General Assessment should be given to each respective Member owning a General Assessment; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. At the discretion of the Board of Directors, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected each month. In any event, the Board of Directors shall fix the date(s) that the General Assessment shall be due. The Board of Directors may amend the budget as necessary during the fiscal year, and fix an amended General Assessment in conformity therewith.

If an adopted budget requires a General Assessment in any fiscal year exceeding one hundred fifteen percent (115%) of the General Assessment for the preceding fiscal year and if the Board receives a written request of Class A Members having at least ten percent (10%) of the total votes of all Class A Members, the Board shall call a special meeting of the voting membership within thirty (30) days of such written request, upon not less than ten (10) days written notice to each voting member. At such special meeting, the voting membership shall consider a substitute budget. The adoption of the substitute budget at such meeting shall require approval by not less than a majority of the votes of the entire voting membership. If a meeting of the voting membership has been called and a quorum is not attained or a substitute budget is not adopted, the budget previously adopted by the Board of Directors shall go into effect as scheduled. In addition, if the Board shall fail for any reason to adopt an annual budget and authorize a General Assessment prior to the beginning of the new fiscal year, the budget and the General Assessment for the previous fiscal year shall be automatically increased by ten percent (10%) and shall continue in effect until a new budget and General Assessment is adopted.

Section 4. Special Assessments. In addition to the General Assessment, the Master Beautification Association may levy in any fiscal year special assessments

("Special Assessment") applicable to that year or more than one (1) year for capital improvements and/or extraordinary maintenance or repairs. Any Special Assessment shall be levied against each Owner Member and each Affiliate Association Member in the same manner as the General Assessment. If any expenditure for which a Special Assessment is contemplated exceeds \$10,000, then such Special Assessment may only be levied upon approval by not less than a majority of the votes of the entire voting membership. The due date(s) of any Special Assessment shall be determined by the Board.

Section 5. Specific Assessments. All accrued liquidated indebtedness of any Member to the Master Beautification Association arising under any provision of this Declaration may also be levied by the Board against such Member after such Member fails to pay such indebtedness when due and such default continues for thirty (30) days after written notice. The due date of any Special Assessment shall be determined by the Board.

Section 6. Declarant's Assessments. Notwithstanding any provision of this Declaration or the Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any assessment with regard to any Unit which it may own for as long as there is Class B membership in the Master Beautification Association unless the Declarant shall give the notice identified below. However until Declarant shall give the notice identified below, the Declarant shall be responsible annually for paying the difference between the Master Beautification Association's operating expenses and the sum of the revenues collected by the Master Beautification Association from all sources. The term "all sources" used in the previous sentence includes but is not limited to interest earned on Master Beautification Association deposits, revenues from any operations or contributions, and the assessments collected. Such difference ("deficiency") shall not include and the Declarant shall not be required to fund as deficiency any reserve for replacements, operating reserves, depreciation reserves, capital expenditure or other reserves or Special Assessments. The Declarant may at any time give written notice to the Master Beautification Association prior to the beginning of any fiscal year terminating its responsibility to pay the deficiency effective as of the fiscal year next following said notice, and waiving its right to exclusion from assessments on Units owned by Declarant. Such notice shall be deemed to have been given upon termination of Class B membership. Upon giving such notice, each Unit owned by the Declarant shall thereafter be assessed at the same amount as Units owned by Owner Members other than the Declarant.

Section 7. No Assessments for Planned Units. The assessments provided for or created by this Declaration are based on the existing Units within the Property and accordingly assessments shall not apply to Planned Units for the Property pursuant to the Master Plan or any other developmental plan.

Section 8. Commencement of General Assessment. Payment of the General Assessment commences:

(a) As to the Owner Member other than Declarant, on the first day of the month following the closing of the purchase of the respective Unit by the Owner Member from the Declarant.

(b) As to Affiliate Association Member, on the first day of the month following the date that the affiliation agreement became effective.

(c) As to the Declarant if and when Declarant becomes responsible to pay General Assessments, on the first day of the month following issuance of the certificate of occupancy for Units owned by the Declarant.

Section 9. Lien for Assessments. All sums assessed against any Owner Member pursuant to this Declaration, together with interest, late fees and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on the Unit of such Owner in favor of the Master Beautification Association. The lien is effective from and after the recording of a Notice of Lien in the Public Records, stating the description of the Unit, the name of the Owner, the amount due, and the due dates. The notice of lien must be signed and acknowledged by an officer or agent of the Master Beautification Association. The Notice of Lien recorded shall also cover all amounts due from the respective Owner Member after the date of its recording. Upon payment in full of all sums secured by the lien, the Owner Member is entitled to receive a satisfaction of the lien.

Section 10. Remedies. Any assessment against a Class A Member but not paid within thirty (30) days after its due date shall bear interest until paid at the rate of fifteen percent (15%) per annum, or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not cause the interest collected to exceed the maximum rate not constituting usury under applicable law. In addition, a late fee of ten percent (10%) of the amount due shall be imposed for each assessment not paid within ten (10) days after its due date.

(a) As to Owner Members, a suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Master Beautification Association's lien or its priority. The Master Beautification Association may also bring an action to foreclose the lien securing payment.

(b) As to Affiliate Association Members, the total amount due shall be a debt of the Affiliate Association which may be collected by a lawsuit and the amount collected shall include all of plaintiff's costs including attorneys fees. In addition, the Master Beautification Association shall have the right, but not the

obligation, to terminate the affiliation agreement for nonpayment of assessments.

Section 11. Foreclosure. The lien securing sums owing by Owner Members pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are also secured by the lien foreclosed. The Owner Member also is required to pay to the Master Beautification Association any assessments against the Unit that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed. The Master Beautification Association has the right and power to bid at the foreclosure or other legal sale to acquire the Unit foreclosed, or to acquire such Unit by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Unit as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner Member for such deficiency.

Section 12. No Set-Offs. No Class A Member shall have the right to set-off or reduce any General Assessment or Special Assessment by any claims that such Member may have or may claim to have against the Master Beautification Association or against Declarant.

Section 13. Certificate. Upon demand, and for a reasonable charge, the Master Beautification Association will furnish to any interested person a certificate signed by an officer of the Master Beautification Association setting forth whether the General Assessment, any Special Assessment or Specific Assessment against a specific Unit, has been paid and, if not, the unpaid balances(s).

Section 14. Reimbursement of Fee for Worthless Check. In the event the Master Beautification Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Master Beautification Association for the payment of any assessment or other sum due to the Master Beautification Association, the issuer of such worthless or otherwise uncollectible check is hereby obligated to reimburse the Master Beautification Association for such bank service charge or fee incurred, which amount if not paid shall accrue interest at the annual rate of fifteen percent (15%) from the date of demand until paid in full.

Section 15. Subordination of Lien. Except where a Notice of Lien has been recorded in the Public Records prior to the recording of a valid First Mortgage, the lien securing any assessment provided in this Article is subordinate to the lien of any such First Mortgage. Sale or transfer of any Unit does not affect the assessment lien. The Master Beautification Association may give any lienholder of record thirty (30) days

written notice within which to cure such delinquency before instituting foreclosure proceedings against the Unit.

Section 16. Homesteads. By acceptance of a deed to any Unit being subject to this Declaration, each Owner Member is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article and the Master Beautification Association's lien securing payment thereof has priority over any such homestead.

Section 17. Reserve Fund. The Board may establish in the budget and maintain one or more reserve funds to be used for the purpose of assembling money for capital improvements and deferred maintenance ("Reserve Fund"). The Board shall determine the appropriate level of the Reserve Fund based on a periodic review of the capital and deferred maintenance needs of the Master Beautification Association. Each budget shall establish the specific amount thereof which shall be added to the Reserve Fund.

Section 18. Working Capital Fund. At the time of the first conveyance of each Unit by Declarant is closed, the new Owner Member shall pay to the Master Beautification Association an amount equal to two (2) times the then current monthly General Assessment for such Unit. This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Master Beautification Association. This payment shall not be refundable and shall not be applied as a credit against the General Assessments otherwise to be paid by the Owner.

ARTICLE VIII: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

Section 1. The following provisions are intended for the benefit of each holder of a recorded First Mortgage encumbering a Unit ("First Mortgagee"). To the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Master Beautification Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Unit ("Insurer or Guarantor") and the number or address of the Unit on which it has (or insures or guarantees) the First Mortgage, the Master Beautification Association shall undertake to furnish to each First Mortgagee, Insurer or Guarantor, as the case may be, timely written notice of: 1) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage, 2) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage, 3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Beautification Association, and 4) any proposed action that requires the consent of a specified percentage of the First

Mortgagees.

(b) Any First Mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, deed-in-lieu or foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments and charges in favor of the Master Beautification Association against the mortgaged Unit which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the respective Unit, whichever occurs first; provided, however, that this provision shall not apply to unpaid assessments and charges for which the Master Beautification Association has recorded a Notice of Lien in the public records prior to the recording of the applicable First Mortgage.

(c) Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(i) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Master Beautification Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Master Beautification Association to the Owners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense.

(iii) to receive written notices of all meetings of the Master Beautification Association and to designate a representative to attend all such meetings.

(iv) to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the By-Laws or the Articles;

(v) or receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees.

(d) No provision of this Declaration or the Articles of the Master Beautification Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, or any portion thereof or interest therein. In such event, the First

Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(e) No material change to this Declaration, the Articles or the By-Laws will be valid unless the First Mortgagees representing at least fifty-one percent (51%) of the votes of the Owners of Units that are subject to mortgages held by such First Mortgagees have given their prior written approval, and also at least sixty-seven percent (67%) of the total allocated votes of the Class A Members and Class B Members have agreed to such material change (but also no fewer than required by the amendment provisions of Article XII hereof). For purposes of this subparagraph (e), a "material change" shall be deemed any change to the provisions concerning:

- (1) voting rights;
- (2) assessments, assessment liens, or the priority of assessment liens;
- (3) reserves for maintenance, repair and replacement of common properties owned by the Master Beautification Association;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the general or limited common properties owned by the Master Beautification Association, or rights to their use;
- (6) redefinition of any boundaries of any Unit;
- (7) convertibility of Units into common properties owned by the Master Beautification Association or *vice versa*;
- (8) expansion or contraction of the Property; or the addition, annexation or withdrawal of property to or from the Property.
- (9) insurance or fidelity bonds;
- (10) leasing of Units;
- (11) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- (12) a decision by the Master Beautification Association to

establish self-management when professional management had been required previously by this Declaration, the Articles and/or Bylaws or by a First Mortgagee;

- (13) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration, the Articles and/or Bylaws;
- (14) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; or
- (15) any provisions which expressly benefit First Mortgagees, Insurers or Guarantors.

Implied approval is to be assumed when any First Mortgagee, Insurer or Guarantor of a Unit fails to submit a response to any written proposal for an amendment to this Declaration, the Articles or By-Laws within thirty (30) days after receipt of proper notice of the proposed amendment, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

(f) When Owners are considering termination of the legal status of the Property for reasons other than substantial destruction or condemnation of the Property, First Mortgagees that represent at least 67% of the votes of the mortgaged Units must agree (but not less than as required by Article XII hereof).

(g) Upon specific written request to the Master Beautification Association identifying the name and address of the First Mortgagee, Insurer or Guarantor and the number or address of the Unit on which it has (insures or guarantees) the First Mortgage, each First Mortgagee, Insurer or Guarantor of a Unit shall be furnished notice in writing by the Master Beautification Association of any damage to or destruction or taking of the property owned by the Master Beautification Association ("Common Property") if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000) or if damages shall occur to such Unit in excess of the One Thousand Dollars (\$1,000), notice of such event shall also be given.

(h) If any Unit (or portion thereof) or the Common Property (or any portion thereof) is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Unit or the Common Property will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the Owner of such Unit or the Common Property or other party to priority over such First Mortgagee with respect to the distribution to such Unit or the Common Property of the proceeds of any award or settlement.

ARTICLE IX: DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF IMPROVEMENTS

Section 1. Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies of the Master Beautification Association insuring against such loss or damage, and payable by reason thereof, plus the applicable Reserve Fund maintained by the Master Beautification Association for such Common Property, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the applicable Reserve Fund shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event the insurance proceeds and the applicable Reserve Fund are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Members through a special assessment (or some other applicable means) and all other parties in interest do not voluntarily make provision for reconstruction within one-hundred eighty (180) days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the Board shall consider the net proceeds of insurance policies to be revenue of the Master Beautification Association to be utilized in accordance with the purposes of the Master Beautification Association.

Section 2. Eminent Domain. In the event any portion of the Common Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by an action of the Board through a recorded Supplement hereto specifically describing the property to be withdrawn and executed by the president or vice-president and the secretary of the Master Beautification Association. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be handled by the Board in the same manner as insurance proceeds provided for in Section 1 of this Article.

ARTICLE X: TERMINATION OF THE DECLARATION

Section 1. Termination. At a membership meeting called for such purpose and upon the affirmative vote of one hundred percent (100%) of the votes of the Class A Members and Class B Members, if any, this Declaration may be terminated and the Master Beautification Association may be dissolved in accordance with the provisions of the By-Laws or applicable law. Within ten (10) days after the date of the meeting at which such action was approved, the Board shall give written notice of such action to all governmental entities, First Mortgagees, Insurers, and Guarantors entitled to notice under Article VIII and Section 8 of Article XII of this Declaration. Such action shall be binding upon all Members, and it shall thereupon become the duty of every

Member to execute and deliver such instruments to perform all acts in manner and form as may be necessary to effect such termination and dissolution.

ARTICLE XI: OPERATION AND ACTION

Section 1. Operation. The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons and their respective heirs, successors, and assigns, having any right, title or interest therein, or any part thereof.

Section 2. Action. All actions to be taken by the Master Beautification Association under this Declaration shall be taken by the Board of Directors without a vote of the membership unless a vote of the membership is specifically required by the terms of this Declaration, the Articles of Incorporation or the By-Laws.

ARTICLE XII: GENERAL PROVISIONS

Section 1. Enforcement. Unless expressly provided otherwise, the Master Beautification Association, the Declarant or any Class A Member has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Master Beautification Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. Failure by the Master Beautification Association, the Declarant or any Class A Member to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

Section 2. Amendment.

(a) Subject to the provisions of Article VIII and Section 8 of this Article XII where applicable, the Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party or Person at any time prior to two (2) years after the date on which Declarant shall have conveyed Units equal to ninety percent (90%) of the total Planned Units for the Property.

(b) Subject to the requirement of First Mortgagee approval set forth in Article VIII and Section 8 of this Article XII where applicable, this Declaration may be amended: (1) on or before January 1, 2025, by an instrument executed by the Master Beautification Association with the formalities from time to time required of a deed and approved by not less than 90% of the votes of all Class A Members and 90% of the votes of the Class B Members, if any, and (ii) thereafter by an instrument

so executed by the Master Beautification Association and approved by not less than seventy percent (70%) of the votes of all Class A Members and 70% of the votes of the Class B Members, if any. No amendment is effective until an amendment document is executed by the president or vice president and the secretary of the Master Beautification Association certifying that the requisite percentage of Member votes approved the amendment, and such amendment document is recorded in the Public Records.

Section 3. Special Amendment. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth in Article VIII and Section 8 of this Article XII where applicable, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to achieve tax exempt status for the Master Beautification Association, (ii) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (iii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; (iv) to correct clerical or typographical errors in this Declaration; or (v) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Member. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2025.

Section 4. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered; to the extent practicable, to enforce any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the enjoyment of the Property.

Section 5. Joinder. Should title to any portion of the Property have been conveyed by Declarant prior to the recording of this Declaration, such owners, by their signature to a Joinder, shall be deemed to have joined with Declarant in the recording of this Declaration and shall have subordinated their right, title and interest to the

terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

Section 6. Covenant Running with Property. The Covenants and Restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and Members, their heirs, successors and assigns, for a term of forty (40) years after the date this Declaration is recorded in the public records and shall be automatically renewed for successive periods of ten (10) years thereafter unless upon the affirmative vote of the holders of seventy percent (70%) of the Class A Members votes and seventy percent (70%) of the Class B Members (if any), the Master Beautification Association decides within six (6) months of such renewal date, not to renew these covenants and restrictions and a certificate executed by the president or vice-president and secretary of the Master Beautification Association certifying to such vote is recorded in the Public Records.

Section 7. Assignment of Declarant's Rights. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles or the By-Laws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the Public Records. Any partial assignee of any of the rights of Declarant shall be deemed a Declarant but shall have no other rights, privileges or options other than as are specifically assigned. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned and agrees to assume such liability.

Section 8. FHA/VA Approval. As long as there is Class B membership, if any mortgage encumbering any portion of the Property is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the Master Beautification Association by either such agency, any of the following actions must be approved by either such agency: (i) any annexation of additional property; (ii) any mortgage, transfer or dedication of any Common Property; (iii) any amendment to this Declaration, the Articles or the By-Laws, if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by this Declaration; provided, however, such approval shall specifically not be required where the amendment is made to add any property specifically identified in this Declaration, or to correct errors or omissions, or is required to comply with the requirements of any Lender, or is required by any governmental authority; or (iv) any merger, consolidation, or dissolution of the Master Beautification Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to Declarant or to the Master Beautification Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval may be conclusively evidenced by a certificate of Declarant or the Master Beautification Association that

the approval was given or deemed given.

Section 9. Mortgage and Sale of Common Property. The Master Beautification Association shall not abandon, partition, subdivide, encumber, sell or transfer any real property owned by the Master Beautification Association without the approval of at least two-thirds (2/3) of the votes of the Class A Members and at least two-thirds (2/3) of the votes of the Class B Members. If ingress or egress to any portion of the Property is through any Common Property, any conveyance or encumbrance of such real property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such portion of the Property, unless alternative ingress and egress is provided to the Owner(s).

Section 10. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and *vice versa*; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Unit" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should," and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Units by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 11. Rights of Institutional Lenders. Upon written notice to the Master Beautification Association by any Institutional Lender holding, insuring or guaranteeing a mortgage encumbering any portion of the Property, identifying the name and address of the Institutional Lender and the portion of the Property encumbered by such mortgage, any such Institutional Lender will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Property securing its mortgage.
- (b) Any 60-day default in the payment of assessments or charges owed to the Master Beautification Association or in the performance of any obligation hereunder by the Owner of any portion of the Property on which it holds the mortgage.
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Beautification Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 12. Performance of Master Beautification Association's Duties by Declarant. Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Master Beautification Association, and in connection therewith to reduce the budget of the Master Beautification Association and the assessments payable by the Class A Members; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

Section 13. Inapplicability of Condominium Act. It is acknowledged that the Master Beautification Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer on this 21st day of September, 1991.

Signed, sealed and delivered in the presence of:

SUN CITY CENTER CORP., a Delaware corporation

Ana M. Fitchett
Print Name: Ana Fitchett

By: [Signature]
Print Name: Jerry L. Starkev
Its: Vice President

Attest: [Signature]
Print Name: Patricia A. Kelsey
Its: Assistant Secretary

Ana M. Fitchett
Print Name: Ana Fitchett

(Corporate Seal)

Address: 2020 Clubhouse Drive
Sun City Center, FL 33571

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 27th day of September, 1991 by Jerry L. Starkey and Patricia A. Kelsey, as Vice President and Assistant Secretary, respectively, of Sun City Center Corp., on behalf of the corporation.

Ana M. Fitchett
NOTARY PUBLIC
Print Name: Ana M. Fitchett

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Dec. 6, 1992

CONSENT OF MORTGAGEE

THE FIRST NATIONAL BANK OF BOSTON, a national banking association ("Mortgagee"), is the owner and holder of that certain mortgage recorded in Official Records Book 5295, Page 624, of the Public Records of Hillsborough County, Florida as the same has been modified from time to time ("Mortgage"). The Mortgage encumbers certain property of which a portion has been made subject to the foregoing Master Beautification Declaration for Greater Sun City Center (the "Declaration" to which this Consent of Mortgagee is attached) and specifically described in the exhibits attached thereto (the "Exhibit Property"). Mortgagee hereby consents to the execution and recording of the Declaration, and accepts the form of the Declaration and acknowledges and agrees that to the extent any portion of the Exhibit Property has not been released from the lien of the Mortgage, such lien on the unreleased portion of the Exhibit Property shall be and hereby is subject and subordinate to the covenants, conditions and restrictions of the Declaration.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF BOSTON has caused this Consent of Mortgagee to be executed by its duly authorized officers on this 30TH day of September, 1991.

THE FIRST NATIONAL BANK OF BOSTON,
a national banking association

By: [Signature]
Print Name: JAMES REVLAND
As its: VICE PRESIDENT
(CORPORATE SEAL)
Address: 100 FEDERAL ST.
BOSTON, MA 02110

COMMONWEALTH
STATE OF MA
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 30TH day of September, 1991 by JAMES REVLAND as VICE PRESIDENT of THE FIRST NATIONAL BANK OF BOSTON, on behalf of said bank.

[Signature]
NOTARY PUBLIC, State of Florida at Large RMB
Print Name: RINA M. BOZZOTTO
My Commission Expires:
RINA M. BOZZOTTO Notary Public
My Commission Expires 3-14-97