

FOR SFWMD PERMITTING PURPOSES ONLY

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

OAK TREE

Instrument prepared by and after recording return to:

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

OAK TREE

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, the present fee title owner of the property legally described in Exhibit "A-1" hereto, hereinafter called "Developer", to its grantees, successors and assigns and all future owners of Parcels located in Oak Tree, as more particularly described in Exhibit "A" attached hereto and made a part hereof, hereby makes the following Declaration of Covenants, Conditions and Restrictions.

It is the intent of the Developer to ultimately develop the real property, as described in Exhibit "A", as a planned unit development named "Oak Tree" consisting of 405 residential dwellings. Upon recording this Declaration, the Developer hereby submits the real property described in Exhibit "A-1" to the terms and conditions of this Declaration. The Developer reserves the right to amend this Declaration in order to submit additional portions of the real property described in Exhibit "A" to the terms of this Declaration. The Developer shall not be obligated to submit any additional portions of the real property described in Exhibit "A" to the terms of this Declaration, nor is the Developer obligated to submit them in any particular order. However, in the event the Developer does not submit any additional portion of the real property described in Exhibit "A" to this Declaration, the Developer hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential dwellings in the real property described in Exhibit "A" which is not submitted to this Declaration, the right to use the Common Area and to have the same easement rights with respect to the real property that is subjected to this Declaration, all upon such terms as the Developer may impose in an agreement recorded in the Public Records of Broward County, Florida.

In addition, the Developer reserves the right to amend this Declaration in order to remove real property that it owns from the terms of this Declaration, provided that it shall not have the authority to remove Common Area that has been improved by a structure intended for recreational purposes. In the event the Developer removes real property from the terms of this Declaration ("Removed Property"), the Developer hereby reserves the right, on behalf of its successors and assigns, to grant the owners of residential dwellings in the real property that has been submitted to and/or removed from the terms of this Declaration, use and easement rights to all or portions of the Removed Property and/or the Common Area, all upon such terms as the Developer may impose in an agreement recorded in the Public Records of Broward County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential dwellings constituting such development, the Developer hereby declares that all of the real property described and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Association.

Although Oak Tree is anticipated to have 405 residential dwellings, the Developer makes no representation or warranty regarding the timing of or guarantees the construction of residential dwellings

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or the number or types of residential dwellings which will ultimately be constructed. From time to time, the Developer and others may present to the public certain renderings, plans and models showing possible future development of Oak Tree and surrounding areas. The Developer does not represent or warrant in any way that future improvements in Oak Tree and surrounding areas will be actually developed or developed in accordance with such renderings, plans and models. The Developer reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of residential dwellings that may be constructed in Oak Tree and therefore the number of Parcels that may be subjected to this Declaration. Accordingly, the Developer reserves the right to subject additional real property to this Declaration that is not legally described in Exhibit "A". If the Developer adds and subjects real property that is not described in Exhibit "A" or obtains approval from zoning and regulatory authorities to increase the maximum number of Parcels that may be conveyed, the Turnover Date set forth in Section 15 below shall be extended.

1. DEFINITIONS. The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2019) (the "Act"), unless otherwise defined below (it being the intent hereof that future amendments to the Act not be retroactively applied to impair substantive rights of the Developer set forth herein):

1.1 "Architectural Reviewer" means and refers to the entity responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.

1.2 "Assessment" shall have the meaning set forth in Section 720.301 of the Act.

1.3 "Association" shall mean and refer to Oak Tree Homeowners Association, Inc., a Florida corporation not for profit.

1.4 "Board of Directors" means and refers to the Board of Directors of the Association.

1.4.1 "Builder" means and refers to a builder, contractor or other person who purchases one (1) or more Parcels from the Developer or a Builder to construct improvements thereon for resale. There may be more than one (1) Builder in Oak Tree.

1.5 "Common Area" means and refers to all real property which is now or hereafter owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: real property the use of which is dedicated to the Association or its Members by a recorded plat; or real property committed by this Declaration to be leased or conveyed to the Association.

1.5.1 "Common Expenses" means and refers to all expenses properly incurred by the Association in the performance of its duties.

1.5.2 "Conservation Area" means and refers to that portion of the Common Area, if any, other than a Preservation Area, which may include native habitats set aside to fulfill open space requirements, and which is intended to be maintained by the Association without specific management guidelines.

1.6 "Developer" means and refers to Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation. Any or all of the Developer's rights and obligations may be assigned, in whole or in part, from time to time, to other parties. The Developer may allow other parties to exercise, on a one-time or limited basis,

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any Developer rights without transferring or relinquishing all of such rights, and in such case, a recorded instrument shall not be required. Unless otherwise provided in a written assignment, the assignment of all of the Developer's rights and obligations shall not result in the Developer relinquishing its rights with respect to real property that it owns, nor being relieved of its obligations that accrued as of such date. The Developer shall not be liable for acts or omissions made by or on behalf of a successor Developer.

1.7 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions, and any amendments hereto.

1.8 "Family" or "Single Family" shall refer to one (1) natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.9 "Governing Documents" means and refers to this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Review Guidelines and the Resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.10 "Guest" or "Guests" means any person or persons physically present in, or occupying a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration, or using the Common Area at the invitation of an Owner or other legally permitted occupant.

1.11 "Institutional Mortgage" means the mortgagee or assignee of a first mortgage against a Parcel, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Unit.

1.12 "Lease" means the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration.

1.13 "Member" means and refers to all persons who are members of the Association as provided in the Governing Documents.

1.14 "Neighborhood" means and refers to each separately developed residential area, which is denominated by the Developer as a Neighborhood, and which is comprised of one (1) or more housing types subject to this Declaration, in which owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and common areas or facilities which are not available for use by all Members. For example, and by way of illustration and not limitation, an attached home residential area, a zero-lot-line single family home residential area, and a single family home residential area may constitute separate Neighborhoods, or may be combined to form a single Neighborhood. In addition, each property developed as a Neighborhood may be subject to division into more than one (1) Neighborhood upon development. Neighborhoods may be combined or divided as provided

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in this Declaration. The Developer shall not have any obligation to create Neighborhoods, Neighborhood Associations, Neighborhood Common Area and Neighborhood Documents. Unless the Developer creates Neighborhood(s), there shall not be any Neighborhood Expenses and Neighborhood Assessments.

1.14.1 "Neighborhood Association" shall mean the entity, if any, created for the benefit of Owners within a specific Neighborhood.

1.14.2 "Neighborhood Assessments" shall mean Assessments for Neighborhood Expenses provided for in this Declaration, as amended from time to time, which shall be used for the benefit of the Owners and occupants of the Parcels against which the specific Neighborhood Assessment is levied, and to maintain the properties within a specific Neighborhood. Neighborhood Assessments, if any, shall be assessed solely against the Owners in a particular Neighborhood.

1.14.3 "Neighborhood Common Area" shall mean all real property including any improvements and fixtures thereon, owned, leased or dedicated for use or maintenance by a Neighborhood Association for the common use and enjoyment of its members, if any. If a Neighborhood is a condominium, the term shall refer to the common elements of the condominium and the real property owned by the condominium association.

1.14.4 "Neighborhood Documents" shall mean and refer to the Declaration of Covenants or Declaration of Condominium for a Neighborhood and the Articles of Incorporation, Bylaws, Rules and Regulations and resolutions of a Neighborhood Association, if any. The provisions of the Neighborhood Documents shall be cumulative with the provisions of the Governing Documents; however, in the event of conflict between or among the provisions of the Neighborhood Documents and the Governing Documents, the latter shall be superior to the Neighborhood Documents. The foregoing priorities shall not prevent enforcement by a Neighborhood Association of provisions of the Neighborhood Documents that are stricter than those of the Governing Documents.

1.14.5 "Neighborhood Expenses" shall mean all expenses properly incurred by the Association for a particular Neighborhood, if any.

1.15 "Oak Tree" means and refers to the planned unit development created pursuant to this Declaration.

1.16 "Owner" means and refers to any person or persons, entity or entities, who is or are the record owner(s) of the fee simple title to any Parcel in Oak Tree, including the Owners of Townhome Units. The Owner of a Townhome Parcel is referred to herein as a "Townhome Owner". The term "Townhome Owner(s)" is used in the context of provisions that relate specifically to Townhome Owner(s), as opposed to Owners generally. The Owner of a Front Garage Parcel is referred to herein as a "Front Garage Owner" and the Owner of a Rear Garage Parcel is referred to herein as a "Rear Garage Owner". The terms "Front Garage Owner(s)" and "Rear Garage Owner(s)" are used herein in the context of provisions that relate specifically to "Front Garage Owner(s)" and "Rear Garage Owner(s)", as opposed to Owner(s) generally.

1.17 "Parcel" means any platted or unplatted lot, tract, condominium unit, or other discrete area of real property within Oak Tree which is capable of separate conveyance and has been subjected to this Declaration, but shall exclude: Common Area; all property dedicated or deeded to the City of Oakland Park, Florida ("City"), Broward County, Florida, the South Florida Water Management District ("SFWMD") or any other governmental authority, taxing district, or a public or private utility, including, without limitation, roads, environmental buffers, landscape buffers, preservation and conservation areas

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and lakes. Wherever herein the term "Parcel" is used in this Declaration, it shall be interpreted as if followed by the words "and Unit constructed thereon" except where the context clearly requires otherwise. A Parcel containing a Townhome Unit is referred to herein as a "Townhome Parcel". The term "Townhome Parcel(s)" is used herein in the context of provisions that relate specifically to Parcels upon which a Townhome Unit(s) is constructed, as opposed to Parcel(s) generally. A Parcel containing a Front Garage Unit shall be referred to herein as "Front Garage Parcels" and Parcels containing a Rear Garage Unit shall be referred to herein as "Rear Garage Parcels". The terms "Front Garage Parcel(s)" and "Rear Garage Parcel(s)" are used herein in the context of provisions that relate specifically to "Front Garage Parcel(s)" and "Rear Garage Parcel(s)", as opposed to Parcel(s) generally.

1.17.1 "Preservation Area" means that portion of the Common Area, if any, which is intended to be preserved and maintained by the Association in its existing (or restored) natural and native condition in perpetuity.

1.18 "Primary Occupants" means the two (2) natural persons approved for occupancy, together with their Family, in accordance with Section 12 herein.

1.19 "Rules and Regulations" means and refers to the rules and regulations adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.20 "Single Family Residence" means and refers to a Unit which is restricted to occupancy only by the Owner or Primary Occupants and their Family, Guests and Tenants as further provided herein.

1.21 "Stormwater Management System" means and refers to a drainage system consisting of swales, inlets, culverts, retention ponds, ditches, water control features, floodplain compensation areas, buffer areas, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, to the extent that any such facilities, areas or conditions apply to Oak Tree, which is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the permit issued by SFWMD.

1.22 "Tenant" or "Tenants" means and refers to one who leases or rents from an Owner and holds temporary possession of a Unit.

1.23 "Turnover Date" shall mean the date upon which control of a majority of the seats on the Board of Directors is transferred to the Members other than the Developer as described in Section 15 herein. "Turnover" shall mean and refer to the process by which the Developer transfers control of the Board of Directors to the Members other than the Developer and transfers physical possession or control of those records set forth in Section 720.307 of the Act. "Turnover Meeting" shall mean the meeting of the Members on the Turnover Date at which the Turnover is completed. The term "Members other than the Developer" does not include Builders.

1.24 "Unit" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a Single Family Residence, including attached Units ("Townhome Units"). The term "Townhome Unit(s)" is used herein in the context of provisions that relate specifically to Unit(s) that are townhome(s), as opposed to Unit(s) generally. A Unit containing a garage whose main access is from the front of the Unit is referred to herein as a "Front Garage Unit" and a Unit containing a garage whose main access is from the rear of the Unit is referred to herein as a "Rear Garage

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Unit". The terms "Front Garage Unit(s)" and "Rear Garage Unit(s)" are used herein in the context of provisions that relate specifically to "Front Garage Unit(s)" and "Rear Garage Unit(s)", as opposed to Unit(s) generally.

2. AGREEMENT WITH OAK TREE ESTATES HOMEOWNERS' ASSOCIATION, INC.; SURROUNDING AREAS; AND WILDLIFE Oak Tree is subject to an Agreement between the Developer and Oak Tree Estates Homeowners' Association, Inc. ("Oak Tree HOA") dated July 9, 2018 ("Agreement").

2.1 Amenity Center. Pursuant to the Agreement, all members of Oak Tree HOA (a homeowners association that operates an adjacent residential community known as "Oak Tree Estates") shall be granted access, at no charge, to use the amenity center in Oak Tree ("Amenity Center") for a period of five (5) years following the completion of the building structure housing the Amenity Center, as evidenced by the issuance of a final certificate of occupancy by **[DAVID – IS THERE ANY QUESTION AS TO WHETHER THE APPLICABLE MUNICIPALITY IS OAKLAND PARK???** the applicable municipality ("C.O.")] Members of Oak Tree HOA that have such access/use rights are not Members (i.e., Members of the Association) and therefore do not have any voting or other rights afforded to Members. However, members of Oak Tree HOA may be referred to informally as "members" of the Amenity Center to reflect their access/use rights to the Amenity Center. After the initial five (5) year period, Oak Tree Estates residents, on an individual basis, shall have the option to elect to continue to use the Amenity Center as a "member" upon payment of a fee to cover the maintenance costs, which is estimated to be \$25 to \$35 a month, per house (paid annually) and in any event, not more than the Members contribute towards maintenance. In no event shall any Oak Tree Estates residents be responsible to contribute towards any casualty damages, retrofit, re-building and/or special assessment as may be needed and as to be determined by the Association. Oak Tree Estates residents will have no obligation to join as a "member" of the Amenity Center, but can do so on a member to member basis with a bi-annual license agreement with the Association. Any use of the Amenity Center shall be subject to the Rules and Regulations.

Oak Tree HOA and its members shall be allowed to use the Amenity Center for Oak Tree HOA's board meetings, at no charge, at a frequency of no more than one (1) time per month in perpetuity and once per year for its annual members' meeting, and not more than once per year for any special members' meeting. The scheduling of the date and time of the use of the Amenity Center shall be coordinated with the Association. The dates of the monthly Oak Tree HOA's board meetings shall not change more than once per year.

Oak Tree HOA residents who are "members" of the Amenity Center shall be permitted to reserve the Amenity Center for parties and other events (subject to availability that is on an equal basis with Members) at a rate not to exceed \$100.00 per use plus applicable deposits and cleaning fees. This rate is subject to change every five (5) years as determined in the reasonable discretion of the Association and in no event shall such fees and costs exceed that which is charged to Members.

2.2 Oak Tree Estates Owned Land. Following the recording of a plat and completion of improvements on the platted land which includes earthwork/grading, irrigation, landscape and sodding, the Developer shall dedicate and convey to Oak Tree HOA a fee simple ownership in a green space buffer area ("Oak Tree Estates Owned Land"). Prior to dedication and conveyance to Oak Tree HOA, the Developer will install landscaping and irrigation, including a pump and controller system and grade the Oak Tree Estates Owned Land, all at the Developer's expense. Thereafter, Oak Tree HOA shall maintain the Oak Tree Estates Owned Land and all improvements thereon. The costs of any

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environmental clean-up shall be paid by Pulte. The water supply for the irrigation shall be obtained from lakes within Oak Tree. The Developer will grant a perpetual five feet (5') wide easement from the applicable lake tract in Oak Tree in favor of Oak Tree HOA to use the lake for the source of water for irrigation, the location of which shall be determined by the Developer. Upon recording the plat and completion of the landscaping improvements as evidenced by applicable municipality approval, the Developer will convey the Oak Tree Estates Owned Land to Oak Tree HOA.

2.3 Pulte Owned Buffer. Prior to the completion of the first non-model home in Oak Tree (as evidenced by issuance of a certificate of occupancy), the Developer will construct and maintain a second landscape buffer area between Oak Tree and Oak Tree Estates ("Pulte Owned Buffer"). The Pulte Owned Buffer shall include lakes and open green space. Notwithstanding its name, the Pulte Owned Buffer shall be owned and maintained by the Association at its expense. Residents of both Oak Tree and Oak Tree Estates shall have access to the Pulte Owned Buffer.

2.4 Assignment, Amendment or Deletion of Oak Tree HOA Rights. No term, condition or obligation of the Association set out in this Declaration that benefits Oak Tree HOA and/or its members may be assigned, amended or deleted without the prior written consent of Oak Tree HOA, which consent shall not be unreasonably withheld, conditioned or delayed, which consent shall be in the form of a joinder to be recorded with any such amendment and or assignment. Failure to record the joinder executed by Oak Tree HOA shall render any such amendment and/or assignment void and of no legally operative effect whatsoever; provided, however, after a period of ten (10) years from the date this Declaration is recorded in the Public Records of Broward County, Florida, provided all duties and obligations of Developer to Oak Tree HOA have been fulfilled, amendments to this Declaration may be made without the approval of Oak Tree HOA so long as the amendments do not affect the Amenities Center or access to the Oak Tree Estates Owned Land or Pulte Owned Buffer.

2.5 Surrounding Areas. THE DEVELOPER MAKES NO REPRESENTATIONS, WHATSOEVER, WITH REGARD TO THE CURRENT OR FUTURE DEVELOPMENT OR USE OF ANY OF THE SURROUNDING PROPERTIES OR WHAT MIGHT EVENTUALLY BE CONSTRUCTED UPON ANY OF THE SURROUNDING PROPERTIES, IF ANYTHING. THE CURRENT ZONING DESIGNATIONS OF ALL SURROUNDING PROPERTIES CAN BE RESEARCHED AT THE PLANNING AND ZONING OFFICES. IF THE CURRENT AND/OR POTENTIAL FUTURE DEVELOPMENT AND/OR USES OF THESE PROPERTIES ARE IMPORTANT TO A BUYER'S DECISION TO PURCHASE A UNIT IN OAK TREE, THE BUYER SHOULD PERFORM AN INDEPENDENT INVESTIGATION. BUYERS ACKNOWLEDGE AND AGREE THAT THE DEVELOPER SHALL HAVE NO OBLIGATION OR LIABILITY TO BUYERS AS TO THE CURRENT OR FUTURE DEVELOPMENT OR USE OF ANY OF THE SURROUNDING PROPERTIES.

2.6 Wildlife. BY ACCEPTANCE OF A DEED, ALL BUYERS/OWNERS ACKNOWLEDGE THAT AREAS OF OAK TREE OR PROPERTY IN THE PROXIMITY OF OAK TREE MAY CONTAIN WILDLIFE INCLUDING, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, BOBCATS, PANTHERS, OPOSSUMS, ARMADILLOS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS, BIRDS OF PREY, RODENTS, FOXES, ETC. THE DEVELOPER AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING OR CONTROLLING SUCH WILDLIFE OR NOTIFYING BUYERS/OWNERS OR PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER, TENANT, ALL OTHER OCCUPANTS OF HOMES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY AND TO BE AWARE OF THEIR SURROUNDINGS.

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3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the Association, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation is attached as Exhibit “B”.

3.2 Bylaws. A copy of the Bylaws is attached as Exhibit “C”.

3.3 Delegation of Management. The Association may contract for the management and maintenance of Oak Tree and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 Membership. Every person or entity who is an Owner shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights.

(A) Class “A”. Class “A” Members shall be all those Owners as defined in Section 1, with the exception of the Class “B” Member. Class “A” Membership shall become effective upon the last to occur of the following:

(1) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Broward County, Florida.

(2) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(3) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (2)-(3) above shall not release the Owner from the obligation to comply with the Governing Documents, but shall otherwise preclude such Owner from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

(B) Class “B”. The Class “B” Member shall be the Developer or any successor to the Developer's development rights and obligations.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

3.5 Voting Interests. In accordance with Section 720.301(13) of the Act, the term “Voting Interest” means the voting rights distributed to the Members pursuant to the Governing Documents. The Class “A” Members of the Association are entitled to one (1) vote for each Parcel they own. The total number of Class “A” votes shall not exceed the total number of Parcels subject to this Declaration. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be

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established by the record title. If a Parcel is owned jointly by two (2) or more natural persons who are not acting as trustees, that Parcel's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provided that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 3.5 above, unless the joinder of all Owners is specifically required.

3.7 Change of Membership. A change of membership shall be established as provided in Section 3.4 above; and the membership of the prior Owner shall thereby be automatically terminated.

3.8 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.9 Association As Owner of Parcels. The Association has the power to purchase Parcels and Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

3.10 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request, subject to the exclusion of information that is protected from disclosure pursuant to the Act.

3.11 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association shall not be liable to Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons. The Association shall not be liable to Owners or other persons for injuries resulting from the presence of wildlife in Oak Tree.

3.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

3.13 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS AND CHARGES.

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4.1 Creation of Lien and Personal Obligation for Assessments and Charges. Subject to the limitations on assessment liability set forth elsewhere in this Declaration, the Developer, for each Parcel within Oak Tree, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Parcel's pro rata share of annual Assessments based on the annual budget adopted by the Association (other than Neighborhood Assessments, which shall be shared solely by the Owners in a particular Neighborhood);

(B) the Parcel's pro rata share of special Assessments for Association expenditures not provided for by annual Assessments (other than special Neighborhood Assessments, which shall be shared solely by the Owners in a particular Neighborhood);

(C) Neighborhood Assessments;

(D) any charges against less than all of the Parcels specifically authorized in this Declaration or the Bylaws;

(E) initial contributions, as authorized pursuant to Section 4.9 below and as determined by the Developer. Initial contributions are not Assessments;

(F) resale assessments, as authorized pursuant to Section 4.10 below ("Resale Assessments"); and

(G) Assessments for the costs of the Association maintaining, repairing and replacing lawns and landscaping (including irrigation equipment), as set forth in Section 7.1 below ("Landscaping Assessments"). Landscaping Assessments shall be considered Assessments, except that Landscaping Assessments may vary by amount based upon the size of Parcels and will be shared solely by the Owners of Parcels of the same size.

(H) Assessments levied solely against Townhome Parcels and Townhome Owners ("Townhome Assessments"), including:

(1) each Townhome Parcel's pro rata share of annual Townhome Assessments based on the annual budget adopted by the Association; and

(2) each Townhome Parcel's pro rata share of special assessments for Association expenditures relating solely to Townhome Parcels not provided for by annual Townhome Assessments.

Townhome Parcels, Townhome Owners, Front Garage Parcels, Front Garage Owners, Rear Garage Parcels, Rear Garage Owners and purchasers of Townhome Parcels, Front Garage Parcels and Rear Garage Parcels are also subject to all Assessments, charges, Initial Contributions and Resale Assessments that are applicable to Parcels, Owners and purchasers generally, as described in this Section 4 and elsewhere in the Governing Documents.

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the

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transferor for all unpaid Assessments and charges coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the Developer, Builders and first mortgagees (or their successors or assignees as a subsequent holder of the first mortgage), no Owner may be excused from the payment of Assessments unless all Owners are similarly excused.

4.2 Share of Assessments. Except as otherwise provided as to the Developer, Builders and first mortgagees (or their successors or assignees as a subsequent holder of the first mortgage) or as otherwise provided pursuant to this Declaration, each Parcel (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all Assessments. A Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a final certificate of occupancy has not been issued, shall pay Assessments equal to five (5) percent (5%) of the Assessments which are payable by Parcels containing a Unit for which a final certificate of occupancy has been issued. All Common Area, and any property dedicated to and accepted by any governmental authority, taxing district, SFWMD or public or private utility shall be exempt from payment of Assessments and charges.

4.3 Developer Subsidy. Notwithstanding anything to the contrary contained in this Declaration, at any time prior to the Turnover Date the Developer may elect, for each fiscal year or portion thereof, to: (a) pay Assessments on its Parcels that are subject to this Declaration as set forth in Section 4.2 hereof; or (b) not pay Assessments on its Parcels that are subject to this Declaration and in lieu thereof, to pay the difference between (i) the Association's actual operating expenses incurred (either paid or payable), but not any capital improvement costs, reserves and special Assessments; and (ii) the amount of revenues earned (either received or receivable) from all sources (including, without limitation, Assessments, interest, late charges, fines, charges and other income sources and any surplus carried forward from the preceding year(s)). The option described in (b) above shall be referred to herein as the "Developer Subsidy". Any amounts paid by the Developer that exceed the Developer Subsidy obligation are referred to herein as "surplus" and shall be considered a loan from the Developer to the Association. Any surplus may either be paid to the Developer after the conclusion of the fiscal year upon demand or carried forward to the next fiscal year. Any surplus remaining at the Turnover Date shall be paid to the Developer upon demand.

The Developer's election to choose the Developer Subsidy option may be evidenced by a notation in the Association's budget for the subsequent fiscal year or portion thereof, or otherwise. If the Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to have elected the option chosen in the prior fiscal year unless it subsequently notifies the Association in writing that it wishes to use the alternate option with respect to its Parcels. The Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a combination of a cash subsidy and "in kind" contributions. The Developer shall not be obligated to fund the Developer Subsidy until needed by the Association to fund cash expenditures by the Association.

The Developer may (but is not obligated to) loan, advance or otherwise make payments, "in kind" contributions of services or materials (or a combination thereof) to the Association to assist the Association in meeting its financial obligations, in addition to the Developer's obligation to either pay Assessments (to the extent required pursuant to Section 4.2 above) or fund the Developer Subsidy. Notwithstanding anything to the contrary contained in this Declaration, if, prior to the Turnover Date, the Developer loans, advances or otherwise makes payments, "in kind" contributions of services or materials

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(or a combination thereof) in excess of its Assessment or Developer Subsidy obligations, any such excess sums shall be repaid to the Developer upon demand.

After the Turnover Date, the Developer shall pay Assessments on its Parcels that are subject to this Declaration, but the amount to be paid for a particular Parcel shall be determined by whether the Parcel contains a Unit which has been issued a final certificate of occupancy as of when the particular Assessment becomes due (i.e., as of the commencement of the fiscal year if the Assessment is billed annually, or as of the commencement of the quarter if the Assessment is billed quarterly). As set forth in Section 4.2 above, a Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a final certificate of occupancy has not been issued, shall pay Assessments equal to five (5) percent (5%) of the Assessments which are payable by Parcels containing a Unit for which a final certificate of occupancy has been issued.

4.4 Establishment of Liens. Any and all Assessments and charges levied by the Association or collected on its behalf in accordance with the provisions of the Governing Documents, together with interest at the highest rate allowed by law, late fees, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which such Assessment(s) or charge(s) are made, and shall also be the personal obligation of the Owner of such Parcel. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments and charges, or release his Parcel from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his Parcel. The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Broward County, Florida, setting forth the description of the Parcel, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment and charge as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel. The effectiveness of the Claim of Lien shall relate back to the date this Declaration was recorded in the Public Records of Broward County, Florida. However, with respect to first mortgages of record, the Association's lien is effective from and after recording of a Claim of Lien in the Public Records of Broward County, Florida. A Claim of Lien shall secure payment of all Assessments and charges due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.5 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid Assessments and charges shall be subordinate and inferior to the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto. The Association's lien shall be subordinate and inferior to: all taxes, and other levies which by law would be superior thereto; and the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded prior to the first mortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. Any Lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the Lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment and charges coming due after foreclosure or conveyance in lieu of foreclosure. When a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage obtains title to a Parcel as a result of a foreclosure of its first mortgage in which it sues the Owner and initially joins the Association in the mortgage foreclosure action, or obtains title to a Parcel as

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a result of a deed in lieu of foreclosure, such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title shall be liable for unpaid Assessments and charges except as may be limited by the Act as it now exists and as it may be amended from time to time, plus interest, late fees, collection costs and attorneys' fees and costs incurred by the Association. Any Assessments and charges that such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title to a Parcel is not obligated to pay the Association pursuant to the Act shall be deemed to be Common Expenses collectible from Owners of all of the Parcels in Oak Tree, including such acquirer, its successors and assigns. However, if the Association's Claim of Lien was recorded prior to the first mortgage, the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which obtains title shall be liable for all unpaid Assessments and charges plus interest, late fees, collection costs and attorneys' fees.

4.6 Collection of Assessments and Charges. If any Owner fails to pay any Assessment or charge, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such Assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the amount of each Assessment installment that is paid past the due date. The late fee shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed Lease of the Owner's Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the manner set forth in the Act.

(D) To bring an action at law for a money judgment against the Owner without waiving its right to foreclose its lien.

(E) To suspend use rights to the Common Area and other facilities if the Owner is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association.

4.7 Estoppel Certificate. Within ten (10) business days after receiving a written or electronic request for an estoppel certificate from an Owner or mortgagee, or his or its designee, the Association shall issue an estoppel certificate. The Association shall designate on its website a person or entity with a street or e-mail address for receipt of a request for an estoppel certificate. The estoppel certificate must be provided by hand delivery, regular mail or e-mail to the requestor on the date of issuance of the estoppel certificate. The estoppel certificate may be completed by any Director, authorized agent, or authorized representative of the Association. The estoppel certificate must contain all of the information and must be substantially in the form set forth in Section 720.30851 of the HOA Act. The Association may charge a reasonable fee for the preparation and delivery of an estoppel certificate, which fee may not exceed the applicable amount set forth in Section 720.30851 of the HOA Act.

4.8 Neighborhood Assessments. In addition to the Assessments shared by all Owners and Parcels on a pro rata basis, the Board of Directors may annually levy Neighborhood Assessments covering estimated Neighborhood Expenses for a particular Neighborhood, if the Developer creates Neighborhood(s). The Owners and Parcels in a particular Neighborhood shall be obligated to pay Neighborhood Assessments pro rata based upon the number of Parcels in that Neighborhood. The Board

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of Directors shall also have the authority to levy special Neighborhood Assessments against the Owners and Parcels in a particular Neighborhood, in the manner set forth in Section 6.5 of the Bylaws.

4.9 Initial Contributions. Upon the initial conveyance of title to a Parcel from the Developer or a Builder, a non-refundable contribution in an amount determined by the Developer shall be made by the purchaser of such Parcel to the Association, to be used to pay Common Expenses. Notwithstanding anything to the contrary contained in this Declaration, the Developer, Builders and their subsidiaries, affiliates, successors and assigns, shall be exempt from payment of the contributions required by this Section 4.9.

4.10 Resale Assessments. Unless otherwise prohibited by FNMA, VA, HUD, FHA, FHLMC, or other similar governmental or quasi-governmental agency, a Resale Assessment shall be due and payable to the Association by the transferee upon the conveyance of title to a Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Developer or a Builder. Prior to the Turnover Date, the Developer shall determine the amount of the Resale Assessment. Subsequent to the Turnover Date, the Board of Directors shall determine the amount of the Resale Assessment for a particular calendar year. The Board of Directors may increase the Resale Assessment in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous calendar year. The Resale Assessment will be collected at closing and, upon payment, may be used to pay Common Expenses. Payment of the Resale Assessment shall be the legal obligation of the transferee of the Parcel. For the purposes of this Section 4.10, the term “conveyance” shall mean the transfer of title to a Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. With the exception of the Developer or a Builder, if the Owner is a corporation, limited liability company or other business entity, the term “conveyance” shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Developer or a Builder, if the Owner is a partnership, the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a “conveyance” within the meaning of this Section 4.10. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Assessment: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner’s estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner’s current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure; and (e) to the Developer, a Builder or their subsidiaries, affiliates, successors and assigns. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Assessment shall be due and payable. Notwithstanding anything to the contrary contained in this Declaration, in no event shall the Developer, a Builder or their subsidiaries, affiliates, successors and assigns be obligated to pay the Resale Assessment.

4.11 Enforcement Against Tenants. Subject to the procedures and limitations set forth in Section 720.3085(8) of the Act, if a Parcel is occupied by a Tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Parcel have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant

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discontinues tenancy in the Parcel. The Association may evict the Tenant if the Tenant fails to make a required payment to the Association.

In the event that Section 720.3085(8) is removed from the Act, the remainder of this Section 4.11 shall be applicable to the Association's ability to collect rent from a Tenant. If an Owner has leased his Parcel and the Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Parcel have been paid in full to the Association. The Tenant must pay the monetary obligations to the Association until the Association releases the Tenant or the Tenant discontinues tenancy in the Parcel. If the Tenant paid rent to the Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the Tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Parcel. The liability of the Tenant may not exceed the amount due from the Tenant to the Owner. The Owner shall provide the Tenant a credit against rents due to the Owner in the amount of moneys paid to the Association. The Association may evict the Tenant if the Tenant fails to make a required payment to the Association. However, the Association shall not be considered a landlord under Chapter 83, Florida Statutes. The Tenant shall not, by virtue of payment of monetary obligations to the Association, have any of the rights of an Owner. The Board shall have the authority as a condition of approving a Lease to require that the Tenant and the Owner enter into a Lease addendum that provides that all Lease payments shall be paid to the Association during such time as the Owner is delinquent in paying any monetary obligation owed to the Association. Alternatively, the Association may require that such language be included in the Lease.

5. ARCHITECTURAL AND AESTHETIC CONTROL

5.1 Necessity of Architectural Review and Approval. Except for the Developer and Builders, no Owner shall make or permit the making of any alterations or additions to his Parcel (including landscaping), or in any manner change the exterior appearance of any portion of the Unit, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, Oak Tree, in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No review or approval by the Architectural Reviewer shall imply or be deemed to constitute an opinion by the Architectural Reviewer, nor impose upon the Architectural Reviewer, the Association, the Board of Directors, the Developer, Builders, nor any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design, quality of materials, and compliance with building code or life and safety requirements. The scope of any such review and approval by the Architectural Reviewer is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in Oak Tree.

5.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Architectural Reviewer. Prior to the Turnover Date, the Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. The Developer shall have the authority to process applications in its sole

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discretion and procedures and in accordance with its building plans, specifications, plan of development, aesthetic requirements and any Architectural Review Guidelines. Prior to the Turnover Date, the Developer may designate a third party with authority to process and approve applications as required in this Section 5. Following the Turnover Date, the Association shall be the Architectural Reviewer, whether through the Board of Directors or an Architectural Review Committee. The Architectural Review Guidelines shall in no event apply to the Developer and Builders, whether before or after the Turnover Date.

5.3 Powers and Duties of Architectural Reviewer. When the Association is acting as the Architectural Reviewer, the Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to the Architectural Review Guidelines. Any modification or amendment to the Architectural Review Guidelines shall be consistent with the provisions of this Declaration. As long as the Developer owns at least one (1) Parcel or other property in Oak Tree, the Architectural Reviewer shall not alter the Architectural Review Guidelines, without the Developer's prior written consent, which consent may be denied in the Developer's discretion. Notice of any modification or amendment to the Architectural Review Guidelines, including a verbatim copy of such change or modification, shall be posted on a website accessible by Members or otherwise delivered to each Member; provided that the posting or delivery of a copy of the modification or amendment to the Architectural Review Guidelines shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction or placement of which is proposed upon any Parcel in Oak Tree, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Parcel and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Review Guidelines. Upon request by the Architectural Reviewer, the proposed contractor(s) shall supply a copy of all required business licenses and evidence of insurance with such coverages and amounts as the Architectural Reviewer may reasonably require. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said sixty (60) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel in Oak Tree and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification

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or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site. The granting of a variance shall not prevent the Architectural Reviewer from denying a variance in other circumstances.

(E) To adopt a schedule of reasonable fees and security deposits for processing requests for approval or proposed improvements. Such fees and security deposit(s), if any, shall be payable to the Association by check or money order at the time that plans and specifications are submitted to the Architectural Reviewer and subsequently if the Architectural Reviewer requires. In the event such fees and security deposit(s), as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner and the contractor who will perform the work, such fees, security deposit(s), costs and expenses shall become a lien on the Owner's Parcel. The Architectural Reviewer may, as a condition to issuing approval, require the Owner to pay the Association a security deposit in the amount of up to Five Thousand Dollars (\$5,000.00) and require the contractor who will perform the work to pay the Association an additional security deposit in an amount determined by the Architectural Reviewer. The security deposit(s) shall cover damage to the Common Area caused by or related to any work performed or ordered to be performed by the Owner, costs, attorney's and professional fees the Association incurs as a result of violations of the Governing Documents or defective work. Upon satisfactory completion of the work in accordance with the approved plans and specifications, the Association shall return the security deposit(s) to the Owner and the contractor, as applicable, less any damage to the Common Area and costs, attorneys' and professional fees the Association has incurred. In the event the amount of damage, costs, attorneys' and professional fees exceeds the sum of Five Thousand Dollars (\$5,000.00) plus any additional security deposits the Association requires the contractor to pay, the Association may collect such amount in the same manner as unpaid Assessments.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

5.4 Architectural Control by Developer. Prior to the Turnover Date, the Developer shall act as the Architectural Reviewer. The Developer may process applications from Owners seeking approval for any alterations or additions to a Parcel, or in any manner to change the exterior appearance of any portion of a Unit, in accordance with its sole discretion and procedures and its building plans, specifications, plan of development and aesthetic requirements. In the event that an Owner makes improvements, additions or modifications without the Developer's prior approval, the Developer may enforce the terms of the Governing Documents in the same manner as granted to the Association, or may delegate enforcement of the Governing Documents to the Association.

5.5 Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of garages by the Developer and Builders for use as sales offices and other purposes. Garages shall not be used as a "woodshop" or other uses that generate unusual amounts of noise and dust unless the garage door is kept closed, provided that in no case shall such use create a nuisance.

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5.6 Encroachments Into Lake Maintenance Easements Prohibited. Owners may not install any landscaping, improvement or structure of any kind, including, without limitation, a pool, wall, fence or screen, which encroaches into or alters the slope of any lake maintenance easement.

5.7 Developer and Builder Construction. The restrictions set forth in this Section 5 shall not apply to the Developer and Builders. The Developer reserves the right to alter the plan of development and architectural style of Oak Tree, Parcels and Units as it deems desirable in its sole discretion. The ability of a Builder to vary the architectural style of Parcels and Units shall be subject to a contractual agreement between a Builder and the Developer.

5.8 Prohibition on Grading Modifications and Impairment of Drainage. The Association and Owners are prohibited from modifying grading on any property in Oak Tree that is detrimental to properties that are adjacent to Oak Tree. The Association and Owners are also prohibited from installing any landscaping, improvements or structures or doing any work in Oak Tree that impairs the Stormwater Management System.

5.9 Other Approvals Required. Approvals granted by the Architectural Reviewer pursuant to this Declaration shall not avoid the need for any approvals set forth in the Neighborhood Documents or any other documents of record. Each Owner is responsible for obtaining all necessary governmental approvals prior to commencement of any work. The Architectural Review Guidelines of the Association shall take priority over any conflicting architectural review guidelines adopted by a Neighborhood Association.

5.10 No Waiver of Future Approvals. Approval by the Architectural Reviewer pursuant to this Section 5 shall not be deemed a waiver of any right to withhold approval with respect to any similar plans, specifications, samples or other materials.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Common Area. Every Owner and his Tenants, Guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the sidewalks, walkways and private roads which may be contained within the Common Area for use in common with all other Owners, their Tenants, Guests and invitees. The Developer shall convey the Common Area to the Association by Quit Claim Deed(s). The Association shall be obligated to accept such conveyance subject to the terms, conditions, and restrictions set forth herein and in such Quit Claim Deed(s), and without any requirement of membership approval. No title insurance, title opinion or survey shall be provided to the Association by the Developer. All costs and expenses of any conveyance of any property by the Developer to the Association shall be paid for by the Association. The Developer shall not be required to formally tender or deliver the Quit Claim Deed(s) or other instrument(s) to the Association prior to recordation in the Public Records of Broward County, Florida. Upon request, the Association shall convey back to the Developer or its designee(s), without any payment by the Developer or such designee(s), other than nominal consideration (i.e., "\$10.00 and other good and valuable consideration"), and without any requirement of membership approval, any real property which has not been improved by a structure intended for recreational purposes, if originally conveyed to the Association for nominal consideration. Except as otherwise limited in the Governing Documents, the portions of the Common Area in addition to those used for walkways, sidewalks, private roads or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as in such manner as may be regulated by the Association. These easements shall be appurtenant to and shall pass with the title to every Unit subject to the following:

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(A) The right and duty of the Association to levy Assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board of Directors. No such easement shall materially interfere with the rights of the Owner to use the Common Area for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Common Area and facilities thereon shall extend to the members of his Family who reside with him, and to his Tenants, Guests and invitees, except as otherwise provided in the Governing Documents.

THE ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF THE COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY PARCEL, THE ASSOCIATION AND ALL OWNERS RELEASE THE DEVELOPER AND BUILDERS FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONSTRUCTION, CONDITION, ADEQUACY FOR ANY PARTICULAR PURPOSE OR FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

THE DEVELOPER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR ANY RECREATION AREAS. ANY INDIVIDUAL USING A RECREATION AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

DEVELOPER AND THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO MAINTAIN OR SUPPORT ACTIVITIES WITHIN OAK TREE DESIGNED TO MAKE OAK TREE SAFER THAN IT MIGHT OTHERWISE BE. THE DEVELOPER AND THE ASSOCIATION DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE SECURITY OF OAK TREE OR THE EFFECTIVENESS OF ANY SUCH ACTIVITIES. ALL OWNERS AND OCCUPANTS IN OAK TREE AGREE TO SAVE AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE ASSOCIATION AGREES TO SAVE AND HOLD THE DEVELOPER HARMLESS FOR ANY LOSS OF CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN OAK TREE.

6.2 Easements. The Developer (during any period in which the Developer has any ownership interest in Oak Tree) shall have the right to grant such electric, telephone, gas, water, sewer, irrigation,

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drainage, cable television or other easements, and to relocate any existing easement in any portion of Oak Tree and to grant access easements and to relocate any existing access easements in any portion of Oak Tree as the Developer shall deem necessary or desirable, including, without limitation, for the following purposes: the proper construction of Oak Tree; operation and maintenance of Oak Tree, or any portion thereof; the general health or welfare of the Owners; to carry out any provisions of the Governing Documents; and to fulfill the Developer's obligations to any governmental authority, taxing district, a public or private utility or SFWMD. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Units. Each Parcel shall be subject to an easement in favor of all other portions of Oak Tree for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public or private utility lines and other similar or related facilities serving other Parcels and portions of Oak Tree. In addition, if, by reason of original construction, shifting, settlement or movement, any Unit encroaches upon the Common Area or upon any other Parcel, then an easement shall exist to the extent of that encroachment as long as the encroachment exists. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Association agree that encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist, but such encroachments shall be to the extent permitted by the original construction, shifting, settlement or movement. The Association and its vendors, contractors and employees, are granted a blanket easement over the Common Area and Parcels for repair and maintenance and for carrying out the Association's responsibilities pursuant to this Declaration. Each Parcel shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the Parcel for construction of pools or other structures. The adjoining Owner shall restore the Parcel to its previous condition following completion of such construction. Following the Turnover Date, the Association shall have the authority to grant easements on the foregoing terms, subject to the Developer's prior written consent as long as the Developer owns a Parcel or any property located in Oak Tree.

6.3 Partition: Separation of Interest. There shall be no judicial partition of the Common Area, except as expressly provided elsewhere herein, nor shall the Developer, or any Owner or any other person acquiring any interest in Oak Tree, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Unit owned on co-tenancy. The ownership of any Parcel and the ownership of the Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one (1) Parcel hold membership in the Association, except for the Developer.

6.4 Construction; Maintenance. The Developer and Builders (including their agents, designees, contractors, successors and assigns) shall have the right, in their sole discretion, to enter Oak Tree and take all other action necessary or convenient for the purpose of completing the construction of any improvements or Units. As long as the Developer and Builders are liable under the terms of any warranty in favor of an Owner, the Developer and Builders (including their agents, designees, contractors, and their successors and assigns) shall have an easement of access to Oak Tree and any Parcels and Units in order to make repairs, replacements and take all other action necessary or convenient for the purpose of fulfilling their obligations.

6.5 Additional Easements. Oak Tree (including the Parcels) shall be subject to and benefited by any and all easements which are set forth in the Governing Documents or any plat or other recorded instrument encumbering all or a portion of Oak Tree, including, without limitation, utility easements for the installation, maintenance and repair of utilities by any utility company and drainage easements. Oak Tree (including the Parcels) shall also be subject to a public service easement for police protection, fire

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protection, emergency services, postal services and meter reading. The Association shall have such easements across Oak Tree and all Parcels as are necessary to fulfill its obligations as set forth in the Governing Documents

7. MAINTENANCE OF COMMON AREA, PARCELS AND UNITS.

7.1 Association Maintenance. Notwithstanding that the Developer may initially retain ownership of the Common Area, the Association shall, pursuant to this Declaration, be responsible for the management, maintenance, insurance and operation of the Common Area, including, without limitation, the Stormwater Management System, except for portions to be maintained by Owners. The Association shall be responsible for the maintenance, repair and replacement of the lawns and landscaping (including irrigation equipment) ("Landscaping Services") located on Parcels as originally installed by the Developer or a Builder (in the case of a Builder, only to the extent that the lawns and landscaping are substantially similar to those installed by the Developer). The Association shall be responsible for the maintenance, repair and replacement of perimeter walls, if any. The Association shall be responsible for the maintenance, repair and replacement of sidewalks, except for the Owners' responsibility for sidewalks located on or in front of their Parcels, as set forth in Section 7.2 below. All maintenance, repair and replacement which is the responsibility of the Association shall be a Common Expense, unless the Association undertakes maintenance, repair or replacement of a Parcel and Unit due to an Owner's failure to undertake the maintenance, repair or replacement.

7.2 Owner Maintenance. Owners shall maintain, repair and replace their Parcels, Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition, except for those portions to be maintained, repaired and replaced by the Association. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Parcel or Unit, whether with or without approval from the Architectural Reviewer, such Owner shall be deemed to have warranted to the Association and its Members that his contractor is properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Owners shall keep the sidewalks located on or in front of their Parcels clean (including by pressure washing as necessary) and free from impediments to pedestrian traffic.

7.2.1 Townhome Units.

Each building containing Townhome Units shall contain common structural elements, which include but are not limited to:

(A) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each building and which directly or indirectly in any way service more than one Townhome Unit in such building.

(B) Party Walls. All division walls ("Party Walls") between and shared by two (2) Townhome Units. The Townhome Owners adjacent to a Party Wall shall own such Party Wall as tenants in common.

(C) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(D) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each building.

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(E) Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.

(F) Roofs. The entire roof of a building.

7.2.1.1 Utility Easements. Each Townhome Owner grants to the other Townhome Owner in the same building a perpetual utility easement for drainage, water, sewer, power, telephone, internet, and other utility and service company lines and systems installed beneath or within the Townhome Unit. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Townhome Units within a building, and which are located beneath or within the building shall be shared equally by each of the Townhome Owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by a Townhome Owner, his Family member, Tenant, Guest, invitee, or agent, any expense arising therefrom shall be borne solely by such Townhome Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting only one Townhome Unit within a building shall be shared solely by the Owner of such Townhome Unit.

7.2.1.2 Party Walls. The center line of a Party Wall is the common boundary of the adjoining Townhome Unit. Each Townhome Owner shall have the right to use the Party Wall jointly with the adjoining Townhome Owner(s). The term “use” shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming the Party Wall. The cost of maintaining each side of the Party Wall shall be borne by the Townhome Owner using said side, except as otherwise provided herein.

7.2.1.3 Roof. The entire roof of a building, any and all roof structure support, and any and all related improvements, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as “Shared Roofing”. Each Townhome Owner shall have the right to use the Shared Roofing jointly with the other Townhome Owner in the same building. The term “use” shall and does include normal usage but prohibits any form of alteration which would change the aesthetic or structure of the Shared Roofing.

7.2.1.4 Casualty Damage. If a Townhome Unit is damaged through an act of God or other casualty, the affected Townhome Owner shall promptly have his portion of the Townhome Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the building. In the event damage or destruction of a Party Wall or Shared Roofing is caused solely by the negligence of a Townhome Owner, any expense incidental to the repair or reconstruction of the Party Wall or Shared Roofing shall be borne solely by that Townhome Owner. If that Townhome Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to impose a charge against said Townhome Owner and his Townhome Parcel for the costs of such repair and reconstruction.

7.2.1.5 Maintenance, Repair and Replacement of the Exterior of the Townhome Unit. Each Townhome Owner shall at all times be responsible for the maintenance, repair and replacement of the exterior surfaces of his or her Townhome Unit. The phrase “exterior surfaces of the Townhome Unit” shall include, but not be limited to, the exterior walls and Shared Roofing. The Association shall be responsible for the periodic pressure washing of the exterior walls and Shared Roofing, and the periodic

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repainting of the exterior walls of the Townhome Unit. No Townhome Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roofing of his Townhome Unit without the consent of the Architectural Reviewer. If a Townhome Owner refuses or fails to maintain, repair or replace the exterior of the Townhome Unit, the Association shall have the right to complete such maintenance and the Association shall thereafter have a charge against said Townhome Owner and Townhome Parcel for the costs of such maintenance, repair or replacement.

7.2.1.6 Casualty Insurance. Each Townhome Owner shall maintain casualty insurance for his or her Townhome Unit in an amount equal to the replacement value thereof. The Association may, but is not obligated to, require that each Townhome Owner provide proof of insurance. Should any Townhome Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance shall be a special charge against the Townhome Owner and the Townhome Parcel. The Association shall have no liability to any Townhome Owner for failure to request proof of insurance or for failure to purchase insurance on behalf of the Townhome Owner.

7.2.1.7 Party Fences. Walls or fences which are constructed between two adjoining Townhome Parcels and are to be shared by the Owners of such adjoining Townhome Parcels are "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the Townhome Parcels bordering the Party Fences. Each Townhome Owner shall have the right to full use of the Party Fence subject to the limitation that such use shall not infringe on the rights of the adjacent Townhome Owner or in any manner impair the value of the Party Fence. Each Townhome Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Townhome Owner's Parcel. The cost of said maintenance and superficial repairs shall be borne solely by said Townhome Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Townhome Owners, the adjacent Townhome Owners shall, at their joint expense, repair and rebuild said fence within 30 days. In the event it is necessary to repair or rebuild a Party Fence, the Townhome Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Townhome Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Townhome Owner shall choose a Director of the Association to act as their arbiter. The Directors so chosen shall agree upon and choose a third Director to act as an additional arbiter. All of those Directors shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Townhome Owners. Whenever any Party Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed unless otherwise agreed to by the Owners of the Party Fence. If such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Townhome Owner, any expense incidental thereto shall be borne solely by such Townhome Owner. If the Townhome Owner shall refuse to repair or reconstruct the fence within 30 days, and to pay for the repair or reconstruction, the Association may have the Party Fence repaired or reconstructed and shall be entitled to a charge against the Townhome Parcel of the Townhome Owner so failing to pay for the amount of such defaulting Townhome Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Townhome Parcels shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Townhome Parcels to effect necessary repairs and reconstruction.

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7.3. Alterations and Additions to Common Area. Material alterations or substantial additions to the Common Area may be undertaken and funds necessary levied as special Assessments by the Association only upon approval by a majority of the Board of Directors. No portion of the private roads in Oak Tree shall be altered without the prior written approval of the City Engineer or his authorized designee. The Developer's consent shall also be required until the Developer conveys the last Parcel that may be submitted to the terms of this Declaration.

7.4 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with these provisions, after fourteen (14) days' notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Unit into conformity and the expenses of doing so shall be an obligation of the Owner collectable as a special Assessment against that Parcel. The Association is granted an easement upon the Parcel and its improvements for these purposes. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

7.5 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Units, or personal property made necessary by his act or negligence, or by that of any member of his Family or his Guests, employees, agents, or Tenants. Each Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Area or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Area or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Parcel, which lien may be foreclosed in the same manner as the Association's Claim of Lien.

7.6 Developer's Lien. In the event the Association fails to maintain, replace or repair as herein provided, upon thirty (30) days' notice to the Association, the Developer or its designee shall have the right, without being obligated to do so, to enter upon Oak Tree and cause said maintenance, replacement, or repair to be made, and in such event, the Developer shall have a lien upon Oak Tree, including all Parcels therein, for the costs thereof, including, without limitation, interest, court costs and reasonable attorneys' fees and appellate attorneys' fees incurred by the Developer in collecting the sums expended by it. The aforesaid lien may be foreclosed in the same manner as the Association's Claim of Lien. In the event of an emergency situation threatening the health and welfare of the residents, the Developer may immediately enter upon Oak Tree and cause such maintenance replacements or repairs to be made forthwith and without the requirement of any prior notice thereof, and the Developer shall have an enforceable lien upon Oak Tree as described above.

7.7 Stormwater Management System. The permit issued by SFWMD as of this date is attached hereto as Exhibit "D" ("Permit"). Copies of the Permit and any future SFWMD actions shall be maintained by the Association and/or its registered agent for the Association's benefit. The Association shall maintain and operate the Stormwater Management System within Oak Tree (except for such portions that are within each Owner's maintenance responsibility) in accordance with the Permit and any other permit(s) and regulations of SFWMD and/or its successor, and shall allocate sufficient funds in its annual budget for such obligations. To the extent required by the Permit, it shall be the Association's responsibility to successfully meet and complete all Permit conditions associated with any wetland mitigation, success criteria, maintenance and monitoring. The Association shall allocate sufficient funds in

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its annual budget for such mitigation, maintenance and monitoring of wetland mitigation area(s) in perpetuity. SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Stormwater Management System or in any mitigation or conservation areas under the responsibility or control of the Association. No construction activities may be conducted relative to any portion of the Stormwater Management System. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System facilities. If Oak Tree includes a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SFWMD. Construction and maintenance activities which are consistent with the design and Permit conditions approved by SFWMD in the Permit may be conducted without specific written approval from SFWMD. Neither the Developer, the Association, nor any Owner shall take any action which modifies the Stormwater Management System in a manner which changes the flow or drainage of surface water. Any amendment which would affect the Stormwater Management System and conservation areas or easements, including the water management portions of the Common Area must have the prior approval of SFWMD, the City and any other governmental authority with jurisdiction. The Developer may reconfigure the size and location of the lakes, but only to the extent permitted by SFWMD, the City and any other governmental authority with jurisdiction. The Developer shall have an easement over Oak Tree for purposes of accessing the lakes and ancillary drainage facilities. The lakes shall not be available for use by Owners (except for catch and release fishing, to the extent allowed by the Permit and the Board of Directors) or the Association, nor shall they in any manner interfere with or alter the Stormwater Management System or interfere with the access rights of any entity responsible for its maintenance. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of SFWMD, the Developer and the Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. None of the entities mentioned in the preceding sentence shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality. The Developer and the Association make no representations as to lake water levels.

If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for the operation and maintenance of the Stormwater Management System facilities in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility, as more particularly set forth in Article III of the Articles of Incorporation.

The Developer may establish natural vegetative buffers between the Parcels and any conservation tract as may be required by SFWMD, which buffer shall not be located within the boundaries of a Parcel unless otherwise approved by SFWMD. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of the preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the Association along with all maintenance responsibilities and, if necessary, to any governmental or quasi-governmental entities with no maintenance responsibilities. All Owners shall comply with the requirements of all governmental or quasi-governmental agencies or authority having jurisdiction.

The Developer has caused or will cause to be constructed within the geographic area shown on a plat, drainage canals, lakes and drainage retention/detention lakes or ponds. These drainage structures are part of the overall drainage plan for Oak Tree. The Developer may create conservation easements encumbering all or part of the Common Area, and/or portions of the Parcels conveyed to Owners to preserve the natural condition of uplands or buffer areas. The Association shall have unobstructed ingress

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to and egress from all retention/detention lakes or ponds and lakes as well as all conservation easements at all reasonable times to maintain said lakes or ponds, lakes and conservation easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Oak Tree drainage facilities without the express prior written consent of the Developer and the Association. Further, where an Owner's Parcel is contiguous to any of the drainage facilities of Oak Tree, such Owner shall keep his or her Parcel so that the utilization of such Owner's Parcel will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

The Association shall maintain, as part of the Common Area, drainage structures for Oak Tree, the Preservation Areas, Conservation Areas and other environmentally significant Common Area, and comply with conditions of the Permit, Department of Environmental Protection, and U.S. Army Corps of Engineers for the Stormwater Management System, Preservation Areas, Conservation Areas, or other environmentally significant Common Area, including, without limitation, perpetual maintenance of all signage required by the Permit. All such areas shall be defined, identified, and described as such on all Plats of Oak Tree, or may be granted by separate easements recorded in the public records of Broward County. No Owner shall (i) undertake or perform any activity in upland buffers and archeological sites described in all approved permits and Plats of Oak Tree, or (ii) remove native non-nuisance vegetation that becomes established within the wet detention lakes or ponds, without prior written consent of the Board of Directors of the Association, the County, and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure. It shall be the responsibility of all Owners to comply with the construction plans for the Stormwater Management System approved by the applicable permitting agencies. The conditions of the Permit and any other SFWMD permits include monitoring and record keeping schedules and maintenance.

The Association shall, when requested by the Developer, accept transfer of the Permit, any other SFWMD permits applicable to Oak Tree and any governmental permits that are not related to the Stormwater Management System, and execute any transfer forms or other documents upon demand.

Within any Preservation Area or any wet detention lake or pond (as such lakes or ponds are designated by SFWMD), no Member shall remove any native vegetation (including cattails) that may become established therein. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. It shall be the Association's responsibility to successfully meet and complete all conditions associated with annual exotic nuisance plant species maintenance and monitoring. The Association shall allocate sufficient funds as a line item in its annual budget for such maintenance and monitoring. Inquiries regarding provisions of this Article should be addressed to SFWMD.

Water quality data for the water discharged from Oak Tree or into the surface waters of the state shall be submitted to SFWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analysis shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the Association shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from Oak Tree or into surface waters of the state.

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The Association agrees to operate and maintain the Stormwater Management System and has sufficient ownership so that it has control over all water management facilities authorized.

The Association shall hold and save SFWMD harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the Permit.

The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the Permit, as required by SFWMD. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the Permit and when required by SFWMD rules.

In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with the City's standards, the City shall have the right, but not the obligation, to enter Oak Tree for the purpose of maintaining the Stormwater Management System. All expenses incurred by the City in maintaining the Stormwater Management System shall be assessed prorata against the Parcels and shall be payable by the Owners of the Parcels within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60 day period, the assessment shall become a lien on such Owner's Parcel which may be foreclosed by the City. The rights of the City contained in this restriction shall be in addition to any other rights the City may have in regulating the operation and development of the Common Area.

The Association specifically agrees to allow authorized SFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to Oak Tree, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the Permit and SFWMD regulations, such as: having access to and copying any records that must be kept under the conditions of the Permit; inspecting the facility, equipment, practices, or operations regulated or required under the Permit; sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the Permit or SFWMD rules; and gathering of data and information. Reasonable time may depend on the nature of the concern being investigated.

Establishment and survival of littoral areas provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

The Association shall submit inspection reports, if required by SFWMD, in the form required by SFWMD, in accordance with the Permit application.

In the event of casualty, it shall be the responsibility of each Owner within Oak Tree at the time of reconstruction of a building, residence, or structure, to comply with the construction plans for the Stormwater Management System pursuant to Chapter 40D4, F.A.C., approved and on file with SFWMD.

Owners are hereby notified that certain Parcels may include, or be adjacent to wet detention lakes or ponds, designated mitigation areas or designated conservation easements. It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention lakes or ponds, designated mitigation areas or designated conservation easements abutting the Owner's Parcel. Removal includes dredging, the application of herbicide, cutting, and the

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introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention lakes or ponds, designated mitigation areas or designated conservation easements to SFWMD and the City. SFWMD and the City may authorize removal of certain exotic or nuisance vegetation upon application by Owners or the Association.

No Owner of a Parcel within Oak Tree may construct or maintain any building, residence, or structure, or undertake or perform any activity in the buffer areas, upland conservation areas, wet detention lakes or ponds, designated mitigation areas or designated drainage or conservation easements described in the Permit and recorded plats of Oak Tree, unless prior approval is received from SFWMD, and the City.

Each Owner of a Parcel within Oak Tree at the time of construction, and with the Association's approval of construction, of a building, residence, or structure shall comply with the construction plans for the Stormwater Management System approved and on file with SFWMD. In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by SFWMD prior to such termination, dissolution or liquidation.

It is expected that certain portions of the Stormwater Management System will serve the drainage needs of adjacent lands not owned by the Developer and not within the property subject to this Declaration. The Developer reserves the right to grant such drainage and/or use easements and rights as the Developer may deem necessary or appropriate for accomplishing the drainage needs of the property legally described in Exhibit "A" and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the Stormwater Management System by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

The Stormwater Management System is designed to provide drainage for the real property legally described in Exhibit "A". Neither the Association nor the Developer shall have any liability whatsoever to any Owner for claims or damages alleged by an Owner due to water levels in the lakes being below or above normal or otherwise unacceptable to the Owner. Recreational use and aesthetic appearance of the lakes is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events water levels in the Lakes may fluctuate, and neither the Association nor the Developer shall have any liability for such conditions.

Amendments to the Declaration relating to the Storm Water Management System must have the prior written approval of the City Engineer or his designee. Any revisions of the Storm Water Management System must have the prior approval of the City Engineer or his designee.

Developer may designate a community development district to be created, as the entity responsible to maintain certain portions of the Storm Water Management System and to assume such responsibilities as are otherwise assigned to the Association pursuant to this Section 7.7 or the Permit. The community development district shall have all necessary easement and access rights throughout Oak Tree as are necessary to perform the responsibilities set forth in this Section 7.7 or the Permit.

8. INSURANCE: The Association shall obtain and maintain adequate insurance for the Common Area (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Common Area containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard

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extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Common Area, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board of Directors may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf with respect to the Common Area.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner, if obtainable at reasonable cost.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than Single-Family residential purposes, except that Parcels, or portions of Parcels may be used by the Developer and Builders for offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into Oak Tree who do not reside in Oak Tree or door-to-door solicitation of occupants of Oak Tree; and (d) the business activity is consistent with the residential character of Oak Tree and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within Oak Tree without the prior written consent of the Board of Directors or in accordance with the Rules and Regulations and Architectural Review Guidelines, except in connection with the sale or resale of Parcels by the Developer, Builders or as may be required by legal or zoning proceedings. Signs which are permitted within Oak Tree may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors, the Developer and Builders shall have the right to erect signs as they, in their discretion, deem appropriate, except that no Builder may erect a sign without the prior written approval of the Developer. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted inside or outside Oak Tree be permitted within Oak Tree without the express written consent of the Board of Directors, or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant, abusive, threatening or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. No person shall interfere with the Association's Directors, Officers, committee members, property manager, property management company, employees, agents, vendors and contractors in the performance of their obligations pursuant to the

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Governing Documents, Master Documents, contracts, statutes and ordinances, as applicable. All residents shall observe the vehicular speed limits and any rules posted on signs in the Common Area.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

9.5 Common Area. No Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise provided in this Declaration and its exhibits or with respect to the Developer's reserved rights, any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets (not to exceed a total of three (3) pets, excluding tropical fish) may be kept (except for "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Unit, all pets must be carried or secured with a hand held leash. The person walking the pet must be in physical control of the leash at all times. The Owner or other owner of a permitted pet must pick up all solid waste and deposit it in an appropriate trash container.

9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Vans, pick-up trucks, passenger cars and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. Such vehicles may be parked on driveways overnight. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a commercial vehicle. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Parking on any paved road (except for deliveries) or in fire lanes is prohibited. The Association shall be responsible for towing vehicles parked on paved roads (except for deliveries) or in fire lanes, with zero tolerance. Failure of the Association to enforce the "no parking on paved roads (except for deliveries) or in fire lanes" restriction will result in civil proceedings and fines by the Fire Department of the City of Oakland or any other applicable government agencies. Vehicles parked in a driveway shall not block the sidewalk that crosses over such driveway. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage or for reasonable periods of time while the Unit's occupant(s) use the garage for typical uses associated with a residential dwelling which are not in conflict with the Governing Documents. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) daylight hours unless such vehicle is necessary

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and being used in the actual construction or repair of a structure or for grounds maintenance. Commercial vendor vehicles may not be parked in the Common Areas overnight.

(C) None of the foregoing restrictions shall apply to commercial vehicles or other vehicles which may be utilized by: the Developer, Builders and their contractors and subcontractors for purposes of completing construction of Oak Tree, Parcels and Units; the Association, its vendors and employees; and any governmental authority, taxing district, private or public utility or SFWMD.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of Oak Tree. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The restrictions set forth in this Section 9.8 shall not apply to the Developer or Builders.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets or driveways, as applicable, and to the waterline of any abutting lakes, canals or surface water management areas. All lawn and landscaped areas shall be kept in good and living condition. Fruit trees are prohibited.

9.10 Driveways and Parking Areas. All driveways shall be constructed of concrete or paverstone. The Owner shall be obligated to keep his driveway clean and well maintained.

9.11 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the side or rear yard of the Parcel. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Unit and removed from view from the street and other Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying one (1) portable, removable official United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag. The permitted flags shall not exceed 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.

9.12 Outdoor Equipment. All oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Units. Otherwise, adequate landscaping shall be installed and maintained around these facilities. All trash containers shall be stored in the garage except on trash "pick up" days. Oak Tree shall be equipped with dual water lines, one (1) of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.

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9.13 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or Units. Window or wall air conditioning units are prohibited.

9.14 Solar Collectors. The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.

9.15 Walls, Fences, Window Coverings and Hurricane Shutters. Except as otherwise provided in Section 9.12 and walls installed by Developer, no wall shall be constructed on any Parcel. However, Party Walls are permitted for Townhome Units. Owners may install fences, subject to specifications adopted by the Architectural Reviewer. Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited. An Owner who intends to be absent from his Unit during the hurricane season (June 1st through November 30th of each year) shall prepare his Unit prior to his departure by: removing all furniture, potted plants, and other movable objects from his yard; and designating a person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall contact the Association for permission to install temporary hurricane shutters, which may not be installed more than seventy-two (72) hours in advance of a hurricane and must be removed within seventy-two (72) hours after the hurricane has passed.

9.16 Lighting. Except for seasonal decorative lights, the exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer. Seasonal decorative lights may be displayed on Halloween and between the day after Thanksgiving and January 10th only.

9.17 Developer. As used in this Section 9, when the Association's or the Architectural Reviewer's approval is required, it shall, up to the Turnover Date, mean the "Developer's approval" (unless the Developer has delegated its architectural review functions to the ARC or the Board of Directors). After the Turnover Date, the Developer's approval shall also be required as long as the Developer owns a Parcel or other property within Oak Tree.

9.18 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

9.19 Pools. Above ground pools are prohibited.

9.20 Drones and Other Aerial Devices. No drones or other aerial devices such as motorized planes shall be flown or otherwise used in Oak Tree.

9.21 Oil, Gas and Mineral Rights. The Developer makes no representations as to whether ownership of a Parcel includes ownership of any oil, gas and mineral rights.

9.22 Subdivision of Parcels. Parcels shall not be further subdivided or separated by any Owner other than the Developer or a Builder (in the case of a Builder, subject to Developer's prior written

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consent). However, the preceding sentence shall not prevent corrective deeds or deeds to resolve boundary disputes.

9.23 Additional Restrictions; Exhibits. Oak Tree, including the Common Area, Parcels and Units are subject to those restrictions set forth in the exhibits attached hereto.

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION. The Association and the Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Neighborhood Association, Owner and the Owner's Family members, Tenants, Guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to the Association's property manager. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, then the Association, Developer or any Member shall have the ability to take any action to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against the Association or any person or persons violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

11.2 Entry by Association and/or the Developer. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner any construction or other violation that may be or exist thereon. The Developer, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Board of Directors may levy a fine or fines against an Owner for failure of the Owner, his Family, Guests, invitees, Tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act. Fines may be levied in accordance with the procedures set forth in the Bylaws and the Act.

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11.4 Alternative Method for Resolving Disputes with Developer and Developer Appointees. In any dispute (“Claim”) between the Association, a Neighborhood Association, or any Owner, Tenant, Guest, occupant or invitee against the Developer, or its directors, officers, agents and employees, or against any directors or officers of the Association or a Neighborhood Association appointed by the Developer prior to the Turnover Date, mediation and then final and binding arbitration shall apply. The procedures set forth in subsections (A) through (E) below shall apply, except in the case of a Claim alleging a construction defect brought against the Developer by the Association, that is governed by Chapter 558 Florida Statutes, in which case the procedures set forth in subsections (A) through (E) shall be modified as described in subsection (G):

(A) Any party having a Claim (“Claimant”) against the other party (“Respondent”) shall notify the Respondent in writing (“Notice”), stating plainly and concisely:

- (1) the nature of the Claim, including the persons involved and the Respondent’s role in the claim;
- (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) Claimant’s proposed remedy; and
- (4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(B) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have ten (10) days in which to submit the Claim to mediation under the auspices of a mediator certified by the applicable Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation conference, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim at the mediation conference, the mediator shall issue a notice of an impasse and the date the mediation was terminated. The mediation conference shall occur within sixty (60) days of the Notice unless the parties agree to an extension.

(C) If the mediation results in an impasse, then either party shall have ten (10) additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (“AAA”), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (C) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

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(D) In any dispute under this Section 11.4, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs incurred.

(E) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 11.4, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one (1) non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(F) This Section 11.4 shall not apply to a dispute between an Owner and the Developer concerning the purchase and sale and construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

(G) In the case of a Claim alleging a construction defect brought against the Developer or a Builder by the Association that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes, and is entitled to proceed with an "action" (as defined therein) the Claimant shall then have ten (10) days in which to submit the Claim to final and binding arbitration as described in subsections (C) through (E) above.

12. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Parcels and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Parcel by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 12.5 below):

12.1 Forms of Ownership:

(A) A Parcel may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Parcels may be permitted. If the proposed co-Owners are other than husband and wife or two (2) individuals who reside together as a single housekeeping unit, they shall designate two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. The intent of this provision is to permit multiple Owners, but to prohibit short term, transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one (1) such change may be made in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. A trust, corporation or other entity shall designate two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than

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the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 12. No more than one (1) such change may be made in any twelve (12) month period. The Developer and Builders shall not be obligated to designate Primary Occupants.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only Member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Transfers and Leases. Prior to the conveyance or transfer of title to a Parcel or lease of a Unit, it shall be the Owner's responsibility to provide the purchaser or Tenant with the complete set of Governing Documents and any other documents required by law.

(A) Lease, Sale or Gift. No Owner may effectively convey or transfer title to a Parcel or any interest therein by sale or gift without notification to the Association. In addition, no Owner may effectively lease a Unit without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, he shall provide the Association with written notice as set forth in Section 12.3 herein.

12.3 Procedures.

(A) Notice to Association.

(1) Lease, Sale or Gift. An Owner intending to lease his Unit or sell or make a gift of his Parcel or any interest therein, shall provide the Board of Directors or its designee, written notice of such intention at least twenty (20) business days prior to the first date of occupancy pursuant to the proposed Lease or the date of closing, together with a copy of the purchase and sale agreement or Lease, and the name, and address of the proposed Tenant, purchaser or donee and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee in connection with processing each application.

(2) Devise or Inheritance. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board of Directors may reasonably require. The transferee shall have no occupancy right unless approved by the Board of Directors, but may sell or lease the Parcel in accordance with the procedures provided in this Declaration.

(3) Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board of Directors with the required notice and request reconsideration. The Association shall not have the authority to disapprove a proposed conveyance or other transfer.

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(B) Within twenty (20) business days of receipt of the required notice and all information requested, the Board of Directors shall approve or disapprove the Lease, and shall approve the conveyance or transfer. When the conveyance, transfer or Lease is approved, the approval shall be stated in a Certificate of Approval executed by the President, Vice-President or property manager of the Association (in recordable form for a conveyance or transfer) and delivered to the purchaser, transferee or Tenant. If the Board of Directors neither approves or disapproves within twenty (20) business days, such failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a Certificate of Approval to the Owner, purchaser or transferee.

(C) Disapproval of Leases.

(1) The Board of Directors may disapprove a proposed Lease only if a majority of the whole Board of Directors votes to disapprove the Lease unless the authority to disapprove a Lease has been delegated to an Association officer. Only the following shall be deemed to constitute good cause:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents and any other covenants and restrictions applicable to Oak Tree;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct as a Tenant, Owner or occupant of a Unit; or

(e) The person seeking approval failed to provide the information and appearance required to process the application in a timely manner.

(f) The Owner is delinquent on Assessments and other sums owed to the Association at the time of application.

12.4 Leasing. Only entire Units may be leased. The minimum leasing period is two hundred and ten (210) consecutive days and no Unit may be leased more than one (1) time in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the Lease shall conclusively determine in which year the Lease occurs. No Unit may be used on a “time share” basis. All Leases must and shall be deemed to contain the agreement of the Tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the Tenant and the Owner agree that the Association may proceed against either the Owner or the Tenant and that the Owner or the Tenant shall be responsible for the Association’s costs and expenses, including attorney’s fees and costs, secured by a lien against the Parcel.

12.5 Exceptions With Respect to the Developer and Institutional Mortgagees. The provisions of Section 12 are not applicable to the lease of a Unit or the sale or transfer of title of a Parcel by the Developer to any person. Except for Section 12.4, the provisions of this Section 12 are not applicable to

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the acquisition of title to a Parcel by an Institutional Mortgagee which acquires title through the Institutional Mortgage, whether by foreclosure or deed in lieu of foreclosure, nor to the subsequent lease of a Unit or the resale or transfer of title of a Parcel by such Institutional Mortgagee, but shall apply to the lease of a Unit or the acquisition of title of a Parcel by any other person.

12.6 Unapproved Leases. Any Lease which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board of Directors.

13. DEVELOPER'S RIGHTS AND DUTIES: Until the Developer has completed all of the contemplated improvements, the Developer and Builders have conveyed all of the Parcels that may be subjected to this Declaration, and are not leasing a Unit from an Owner, the following shall apply, notwithstanding any other provisions to the contrary.

13.1 Developer's and Builder's Use. Neither the Owners nor the Association or a Neighborhood Association, nor their use of the Parcels, Units, or Common Area shall interfere with the completion of the contemplated improvements, leases of Units or sales and conveyances of Parcels by the Developer and Builders. The Developer may make any use of unsold Parcels, Units and Common Area as may reasonably be expected to facilitate completion, sales and conveyances of Parcels, including, but not limited to, maintenance of sales offices and construction trailers, display of signs, leasing of Units, use of parking areas and showing Parcels, Units and the remainder of Oak Tree to prospective purchasers and Tenants. With the prior written approval of the Developer, Builders may make any use of unsold Parcels and Units as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices and construction trailers, display of signs, use of parking areas, leasing of Units, and showing Parcels, Units and the remainder of Oak Tree to prospective purchasers and Tenants. The Developer may utilize any model homes, sales offices, construction trailers, parking areas, etc., for use in marketing developments other than Oak Tree.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Parcel. In the event of such assignment (other than to a mortgagee or its successors or assigns), the assignee shall assume such rights, powers and duties, and the Developer shall be relieved of all further liability or obligation, but only to the extent of the assignment.

14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind Oak Tree, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Declaration (as amended to that date by the Developer or the Members as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of Voting Interests, at a duly held meeting of Members, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration,

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the President or Vice President of the Association shall execute a certificate with the formalities of a deed, which shall set forth the Book and Page of the Public Records of Broward County, Florida in which this Declaration is recorded, the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

14.2 Proposal. Subsequent to the Turnover Date, amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by one-third (1/3) of the Voting Interests. If by petition, the proposed amendments must be submitted to a vote of the Members not later than the next annual meeting.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the Voting Interests, provided that the text of each proposed amendment has been given to the Members with notice of the meeting.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Declaration, which certificate shall identify the Book and Page of the Public Records in which this Declaration is recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Broward County, Florida.

14.5 Limitation on Amendments. As long as the Developer holds title to any Parcel or property in Oak Tree, no amendment adopted by the Members shall be effective without the prior written consent and joinder of the Developer, which consent may be denied in the Developer's discretion. In addition, no amendment shall be effective which alters the rights and privileges of the Developer, a Builder, an Institutional Mortgagee, SFWMD, any governmental authority, taxing district, or a public or private utility, unless such party shall first provide its written consent and joinder. Any amendment proposed to the Governing Documents which would affect the Surface Water Management System, and any other conservation or mitigation areas shall be submitted to SFWMD and the City for a determination of whether the amendment necessitates a modification of SFWMD permit. If a modification is necessary, SFWMD will so advise the permittee. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders holding mortgages on Parcels in Oak Tree: hazard or fidelity insurance requirements; restoration or repair of any Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. An "Eligible Mortgage Holder" is an Institutional Mortgagee that provides a written request to the Association to be considered an Eligible Mortgage Holder (such request to state the name and address of such holder, insurer, or guarantor and the Parcel). An Eligible Mortgage Holder will be entitled to timely written notice of: any condemnation loss or any casualty loss which affects a material portion of Oak Tree or which affects any Parcel on which there is an Institutional Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; any delinquency in the payment of Assessments or charges owed by an Owner of a Parcel subject to the mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, provided, however, notwithstanding this provision, any Institutional Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Parcel of any obligation under the Governing Documents which is not cured within sixty (60) days; any lapse, cancellation, or material

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modification of any insurance policy maintained by the Association; any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders; or any “material amendments” and “extraordinary actions”, as such terms are defined in applicable requirements of the Veterans Administration. A majority of Institutional Mortgagees may demand that the Association retain professional management and obtain an audit of the Association’s financial records. No amendment shall materially or adversely alter the proportionate Voting Interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the liability for Assessments unless the Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirement is not an alteration of Voting Interests. No amendment shall convert a Parcel into Common Area or redefine a Parcel’s boundaries unless the Association obtains the prior written consent and joinder, in recordable form, of that Owner and all holders of a lien against that Parcel.

No term, condition or obligation of the Association set out in this Declaration that benefits Oak Tree HOA and/or its members may be assigned, amended or deleted without the prior written consent of Oak Tree HOA, which consent shall not be unreasonably withheld, conditioned or delayed, which consent shall be in the form of a joinder to be recorded with any such amendment and or assignment. Failure to record the joinder executed by Oak Tree HOA shall render any such amendment and/or assignment void and of no legally operative effect whatsoever; provided, however, after a period of ten (10) years from the date this Declaration is recorded in the Public Records of Broward County, Florida, provided all duties and obligations of Developer to Oak Tree HOA have been fulfilled, amendments to this Declaration may be made without the approval of Oak Tree HOA so long as the amendments do not affect the Amenities Center or access to the Oak Tree Estates Owned Land or Pulte Owned Buffer.

14.6 Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Declaration, to the extent permitted by law, the Developer, or any entity which succeeds to its position as the Developer of Oak Tree, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. Any amendment made pursuant to this paragraph may be made without notice to the Members or to any other entity. Annexation of additional real property and subjecting same to this Declaration, dedication of Common Area to the Association, and amendments to this Declaration requires HUD/VA approval as long as there is a Class “B” membership, but only if HUD and/or VA holds an Institutional Mortgage on one or more Parcels.

15. TURNOVER. Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act (i.e. when fifty percent (50%) of all Parcels in Oak Tree that ultimately will be operated by the Association have been conveyed to Members other than the Developer). Members other than the Developer are entitled to elect a majority of the Board of Directors three (3) months after ninety percent (90%) of all Parcels in Oak Tree that ultimately will be operated by the Association have been conveyed to Members. For purposes of this Section, the term “Members other than the Developer” shall not include Builders. Pursuant to Section 720.307 of the Act, the Developer shall be entitled to elect (appoint) at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Oak Tree. The Developer may turn over control of the Board of Directors prior to the Turnover Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer and Builders to elect Directors and assume control of the Association, provided that the Developer has provided at least thirty (30) days’ notice to the Members.

16. GENERAL PROVISIONS.

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16.1 Waiver. Any waiver by the Developer of the breach of any provisions of this Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

16.2 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

16.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

16.4 Notices. Any notice required to be sent to any Owner other than the Developer under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address. Any notice sent to the Developer shall be sent by certified or registered mail, return receipt requested to Pulte Home Company, LLC, Attn: David Kanarek, 4400 PGA Blvd., Suite 700, Palm Beach Gardens, FL 33410.

16.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized officer on the day and year set forth below.

Witnesses:

PULTE HOME COMPANY, LLC, a Michigan
limited liability company, successor by conversion
of Pulte Home Corporation, a Michigan corporation

Witness Name:_____

By:_____
Patrick Gonzalez
Its: Vice President-Land Development
Southeast Florida Division

Witness Name: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Patrick Gonzalez, as Vice President-Land Development, Southeast Florida Division, of Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation. He is () personally known to me or has produced _____ as identification and did take an oath.

Notary Public
Name: _____
(Type or Print)
My Commission Expires: _____

LIST OF EXHIBITS

Exhibit "A"	Land That May be Submitted to Declaration
Exhibit "A-1"	Land Initially Submitted to Declaration
Exhibit "B"	Articles of Incorporation
Exhibit "C"	Bylaws
Exhibit "D"	SFWMD Permit