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AMENDED AND RESTATED

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR

LITTLE HARBOR

PREPARED BY AND RETURN TO:
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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LITTLE HARBOR

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LITTLE HARBOR ("Declaration") is made as of this 11th day of April, 2006 by BAHIA SUN ASSOCIATES LIMITED PARTNERSHIP, a Florida limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Destiny Corporation and Destiny Development, Inc. executed that certain Bahia Beach Declaration of Covenants and Restrictions dated as of July 8, 1981 and recorded in Official Record Book 3834, Page 1619 of the Public Records of Hillsborough County, Florida (the "Original Declaration"); and

WHEREAS, Destiny Corporation and Destiny Development, Inc. assigned all of their rights and powers and reservations under the Original Declaration to Declarant pursuant to that Assignment of Interest dated as of September 30, 1998; and

WHEREAS, the Original Declaration was amended by that certain Amendment to Bahia Beach Declaration of Covenants and Restrictions dated January 24, 1985 and recorded in Official Record Book 4519, Page 751 of the Public Records of Hillsborough County, Florida; and

WHEREAS, Declarant wishes to further amend and to restate the Original Declaration in furtherance of the development plan for Little Harbor Community, as hereinafter defined, for the purpose of updating the Original Declaration in accordance with changes in Florida law and enhancing and protecting the value, desirability and attractiveness of Little Harbor Community; and

WHEREAS, Declarant is fully empowered to make this Declaration without the joinder and consent of any other party.

NOW, THEREFORE, Declarant hereby declares that the Initial Property (as hereinafter defined) and any Additional Property (as hereinafter defined) (collectively, the "Property" or "Little Harbor Community") shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property, and which shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof and where specifically provided herein, shall benefit such other parties or properties as Declarant shall now or hereafter determine. Declarant hereby amends and restates the Original Declaration in its entirety as follows:

ARTICLE I. DEFINITIONS

1.1. Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following capitalized terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such capitalized terms:

1.1.1. "Additional Property" shall mean and refer to all or any portion of the real property contained in Little Harbor Community (not currently submitted to this Declaration) and all improvements thereon, together with such other additional property and all improvements thereon, and such other real property as Declarant shall acquire from time to time, which Declarant specifically subjects to the terms of this Declaration by amendment hereto recorded in the Public Records of Hillsborough County, Florida, as more fully described in Section 14.6.

1.1.2. "Architectural Review Board" or "ARB" shall mean and refer to the committee which shall be appointed by the Little Harbor POA's Board of Directors to approve exterior and structural improvements, additions, changes and other matters within the Property, all as provided in Article XII hereof.

1.1.3. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Little Harbor POA filed with the Florida Secretary of State, as amended from time to time. The Articles attached hereto as **Exhibit "B"** are for informational purposes only and no amendment of this Declaration shall be required in the event the Articles are amended from time to time pursuant to their terms.

1.1.4. "Assessment" shall mean and refer to those charges made by the Little Harbor POA from time to time against the Lots, Units or Neighborhood Associations in accordance with Article XI of this Declaration, for the purposes and subject to the terms set forth therein.

1.1.5. "Basic Service" shall mean "basic service tier" as described in Section 62(b)(7)(A) of the Cable Television Consumer Protection Act of 1992.

1.1.6. "Benefited Neighborhood" shall mean and refer to a particular Neighborhood having Neighborhood Common Areas.

1.1.7. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Little Harbor POA, which is the governing body of the Little Harbor POA.

1.1.8. "Bulk Alarm Assessments" shall have the meaning set forth in Section 11.3 hereof.

1.1.9. "Bulk Cable Assessments" shall have the meaning set forth in Section 11.3 hereof.

1.1.10. "Bylaws of the Little Harbor POA" or "Bylaws" shall mean and refer to those Amended and Restated Bylaws of the Little Harbor POA, which govern the administration and operation of the Little Harbor POA, as the same may be amended, modified or supplemented from time to time, as filed with the Florida Secretary of State, and attached hereto as **Exhibit "C"**. The Bylaws are attached hereto for informational purposes only and no amendment of this Declaration shall be required in the event the Bylaws are amended from time to time pursuant to its terms.

1.1.11. "Capital Contribution" shall have the meaning set forth in Section 11.11 of this Declaration.

1.1.12. "CDD" shall mean the South Bay Community Development District.

1.1.13. "CDD Property" shall mean any real and/or personal property owned by the CDD within or adjacent to the Property. By way of example, and not of limitation, the CDD Property may include the Surface Water Management System Facilities, surrounding hardscape (such as curbing and sidewalks) and maintenance easements. The CDD Property is expected to include (i) the drainage system once the drainage system is constructed and conveyed to the CDD, (ii) the existing internal Roads and right of ways, (iii) certain lakes within Little Harbor Community, (iv) Wetland Mitigation Areas, (v) water access/walkways/public safety easement areas, (vi) the canal access corridor, (vii) beach areas, (viii) parks and certain recreational facilities, (ix) parking lots, and (x) seawalls. All landscaping within CDD property may be maintained by the Little Harbor POA pursuant to maintenance agreements between the CDD and the Little Harbor POA. In the event the CDD cannot maintain or relinquishes its responsibility of maintaining the CDD Property, the Little Harbor POA will be responsible for the maintenance of the CDD Property, as set forth herein.

1.1.14. "City" shall mean and refer to the City of Ruskin, Florida.

1.1.15. "Club" shall mean the Club Owner doing business as The Club at Little Harbor pursuant to the provisions of Club Plan.

1.1.16. "Club Dues" shall mean all fees and charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Plan. Except as otherwise provided herein, each Owner agrees to the payment of such Club Dues as a condition of Unit ownership.

1.1.17. "Club Facilities" shall mean and refer to the land and improvements which are known as The Club at Little Harbor including, without limitation, swimming pool(s), Jacuzzis, a clubhouse, fitness facilities, that proposed Marina consisting of boat slips and dry storage spaces and such other properties, improvements and related amenities owned or leased by the Club Owner in connection therewith, and such constructed, acquired, leased or designated as "Club Facilities" by the Club Owner. The Club Facilities are privately owned and are not Common Areas and are not owned by Owners. The Club Facilities are available for use only by Club Members in accordance with the Club Plan. The Club Facilities may be located adjacent to or near the Property or on a Club Facilities easement within the Property.

1.1.18. "Club Member" shall mean those persons who have signed a membership agreement and been approved by the Club Owner to use the Club Facilities in accordance with the Club Plan. Except as otherwise provided herein, each Owner must be a

Club Member during any period of Unit ownership. The Club may from time to time in its sole discretion accept Club Members who are not Owners in accordance with the Club Plan.

1.1.19. "Club Owner" shall mean the owner of the Club, its successors and assigns. Presently Club Owner is Declarant.

1.1.20. "Club Plan" shall mean the Plan for the Offering of Memberships in The Club at Little Harbor together with all amendments and modifications thereof.

1.1.21. "Common Areas" shall mean and refer to all real property interests and personalty including any improvements, amenities, easements, fixtures and facilities thereon owned, leased, controlled or operated by the Little Harbor POA or to which the Little Harbor POA accepts maintenance responsibilities (including, without limitation any portions of the CDD Property), or the use of which has been granted to the Little Harbor POA as set forth in this Declaration or an amendment hereto, or a deed of conveyance, or that hereafter may be conveyed or leased to the Little Harbor POA or to which use rights have been granted to the Little Harbor POA. For example, the Common Areas may include, without limitation, community signage, open space areas, internal buffers, landscape areas, easement areas or other property owned by others, the Roads, streets, and rights-of-way dedicated to a public body but which the Little Harbor POA is required to or may elect to maintain, parking lots, walkways, sidewalks, boardwalks, street lighting, signage, buffer areas, and the following when the Little Harbor POA has an easement over or maintenance obligations therefor: recreational facilities, Conservation Areas, the Surface Water Management System Facilities and Wetland Mitigation Areas. The Common Areas do not include any portion of any Unit, the Resort Lot or the Club Facilities. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Declarant may, but shall not be required to, designate and convey other property to the Little Harbor POA.

1.1.22. "Common Expenses" shall mean and refer to all actual and estimated expenditures made or incurred by or on behalf of the Little Harbor POA, together with all funds assessed for the creation or maintenance of reserves, if any, pursuant to the provisions of this Declaration.

1.1.23. "Community Control Program" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Property. By way of example, and not of limitation, the term Community Control Program may include one or more electronic entrance gates, gatehouses, a roving attendant, a bulk alarm contract or any combination thereof. THE PROVISION OF A COMMUNITY CONTROL PROGRAM SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE PROPERTY. DECLARANT, THE CLUB, THE CDD AND THE LITTLE HARBOR POA DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY COMMUNITY CONTROL PROGRAM SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE COMMUNITY CONTROL PROGRAM SYSTEM IS DESIGNED

TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DECLARANT, THE CLUB, THE CDD AND THE LITTLE HARBOR POA, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DECLARANT, THE CLUB, THE CDD AND LITTLE HARBOR POA WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

1.1.24. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be reasonably and more specifically determined by the Board.

1.1.25. "Condominium Act" shall mean Chapter 718 of the Florida Statutes in effect on the date any Lot(s) are submitted to condominium ownership and are filed as such in the Public Records of the County.

1.1.26. "Condominium Association" shall mean and refer to any association established pursuant to the Condominium Act in order to govern a condominium located within the Property. A Condominium Association shall also be a Neighborhood Association. The Little Harbor POA is not a Condominium Association.

1.1.27. "Condominium Declaration" shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the Public Records of the County with respect to any Neighborhood and which creates a Condominium Association for such Neighborhood.

1.1.28. "Conservation Areas" shall mean any portion of the Common Areas, Club Facilities or the CDD Property which is intended to be preserved and maintained in a natural state in perpetuity. The Conservation Areas shall include all Wetland Mitigation Areas, and any preserved upland areas as more specifically described and located on any site plan or plat of any portion of Little Harbor Community or specified in any applicable permit.

1.1.29. "Conservation Easements" shall mean any conservation easement recorded or to be recorded in the Public Records created in favor of any governmental agency over any portion of the Wetland Mitigation Areas for the preservation of such portions of the Wetland Mitigation Areas.

1.1.30. "County" shall mean Hillsborough County, Florida.

1.1.31. "Data Transmission Services" shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

1.1.32. "Declarant" shall mean and refer to Bahia Sun Associates Limited Partnership, a Florida limited partnership, or any such corporation, partnership, limited liability company or other entity which is specifically assigned the rights of the "Declarant" under this Declaration.

1.1.33. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Little Harbor and all amendments thereof filed for record in the Public Records of Hillsborough County, Florida.

1.1.34. "Expanded Basic Service" shall mean video-programming services offered in addition to Basic Service, excluding Premium Channels.

1.1.35. "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

1.1.36. "Individual Assessments" shall have the meaning set forth in Section 11.5 hereof.

1.1.37. "Initial Property" shall mean and refer to that certain real property more particularly described on Exhibit "A", and all improvements thereon.

1.1.38. "Institutional Mortgage" shall be deemed to mean a Mortgage held by a bank, trust company, insurance company, pension fund or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, and the holder of any Mortgage of public record given or assumed by Declarant, and the successors of any of the foregoing.

1.1.39. "Little Harbor POA" shall mean and refer to Little Harbor Property Owners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns, f/k/a Bahia Beach Property Owners' Association, Inc.

1.1.40. "Lot" shall mean and refer to any unimproved portion of the Property (and a subdivided lot of record) upon which it is intended that a Unit shall be constructed. Upon completion of construction of the Unit or a Lot, such Lot and the improvements thereon shall collectively be considered to be a Unit for purposes of this Declaration. In this Declaration, the Resort Lot shall not be considered a "Lot".

1.1.41. "Marina" shall mean all boat slips, dry storage spaces and other facilities and services related thereto and which are owned and operated by the Club, the use of which is limited to those Persons who are members of the Club with Marina privileges and their guests as set forth in the Club Plan.

1.1.42. "Member" shall mean and refer to any member of the Little Harbor POA, which shall include each Owner of a Lot or Unit and Declarant.

1.1.43. "Mortgage" shall mean and refer to a mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, or a security interest in, a Lot, Unit or Neighborhood.

1.1.44. "Mortgagee" shall mean and refer to the holder of a Mortgage.

1.1.45. "Multichannel Video Programming Service" shall mean any method of delivering video programming to Units including, without limitation, interactive video programming. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dial tone, or any combination thereof.

1.1.46. "Neighborhood" shall mean and refer to any portion of the Property in which common elements, or Neighborhood Common Areas are owned by either the Owners residing in such Neighborhood as tenants-in-common, by a Neighborhood Association composed of such Owners, or as otherwise designated as a Neighborhood by amendment to this Declaration. The Resort Lot shall not be deemed a Neighborhood.

1.1.47. "Neighborhood Association" shall mean and refer to a Condominium Association or other such corporation or an unincorporated association whose shareholders or members are comprised entirely of Owners of Lots or Units within a Neighborhood. The Resort Lot Owner shall not be deemed a Neighborhood Association.

1.1.48. "Neighborhood Common Areas" shall mean and refer to all real property including any improvements, amenities, fixtures and facilities thereon, owned by, leased to, the use of which has been granted to, or the maintenance responsibility therefor is that of, a Neighborhood Association. Such term shall also refer to areas to which the access and use thereof is limited to and for the primary, exclusive use and enjoyment in common by the Owners of the Lots or Units in a particular Neighborhood, and to the family, tenants, agents, guests or invitees of each such Owner. The Neighborhood Common Areas shall be maintained by the respective Neighborhood Association, or if no Neighborhood Association exists, then by the Little Harbor POA with the expenses incurred by the Little Harbor POA assessed as a Neighborhood Expense to the Owners of the Benefited Neighborhood.

1.1.49. "Neighborhood Declaration" shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the Public Records of the County with respect to any Neighborhood and which creates a Condominium Association or property owners association for such Neighborhood or imposes specific covenants, conditions, easements and restrictions with respect to such Neighborhood. The Resort Declaration shall not be deemed a Neighborhood Declaration.

1.1.50. "Neighborhood Expense" shall mean and refer to the expenses for which the Owners of a particular Neighborhood are liable to the Little Harbor POA, if any, which include the costs and expenses incurred by the Little Harbor POA to benefit primarily the Owners of that particular Neighborhood, and which are in addition to the Common Expenses.

1.1.51. "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant or family member of an Owner, occupying or otherwise using a Lot or Unit within the Property.

1.1.52. "Owner" shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Lot or Unit.

1.1.53. "Premium Channel" shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel.

1.1.54. "Property" or "Little Harbor Community" shall mean all of the real and personal property subject to this Declaration.

1.1.55. "Resort Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Harborside, to be recorded in the Public Records of the County.

1.1.56. "Resort Lot" shall have the meaning ascribed to such term in the Resort Declaration.

1.1.57. "Resort Lot Owner" shall have the meaning ascribed to such term in the Resort Declaration.

1.1.58. "Roads" shall mean and refer to any street or thoroughfare within the Property that is dedicated to the Little Harbor POA, the CDD, or to any governmental agency, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, alley or similar designation. It is currently intended that the CDD shall own and maintain all Roads within the Property.

1.1.59. "Rules and Regulations" shall mean the rules, regulations, and policies for the administration and use of the Property, which may be adopted and enforced by the Board from time to time.

1.1.60. "Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 11.4 hereof.

1.1.61. "Surface Water Management System Facilities" shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Surface Water Management System Facilities are designed and constructed or implemented to control discharges which are 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 the quantity and quality of discharges. The Surface Water Management System Facilities may also include, without limitation, underground storage vault(s), exfiltration trenches, wetland preservation areas, Wetland Mitigation Areas, canals, dams, impoundments, reservoirs, drainage maintenance easements and all structures, works and/or improvements defined in permits and/or referenced in Section 373.403 of the Florida Statutes to the extent the same exist within the Property. In addition to the Property, the Surface Water Management System Facilities may encompass property owned by the Club or the CDD.

1.1.62. "Telecommunications Provider" shall mean any party contracting with the Little Harbor POA to provide Owners with one or more Telecommunication Services. Declarant, its affiliates, subsidiaries, joint venturers, associates, and partners may be a Telecommunications Provider. With respect to any particular Telecommunications Services,

there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide the Little Harbor POA such service while another may own, maintain and service the Telecommunications Systems that allow delivery of such Multichannel Video Programming Service. The current Telecommunications Provider for all Telecommunications Services within Little Harbor Community and which currently owns all Telecommunications Systems therein is HipNet Industries LLC, a Florida limited liability company.

1.1.63. "Telecommunications Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA, and interLATA voice telephony and Data Transmission Service and Multichannel Video Programming Service. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, Internet access services, Basic Service, Expanded Basic Service and Premium Channels.

1.1.64. "Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Property. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units). Currently, the Telecommunications Systems within Little Harbor Community are owned by HipNet Industries LLC, a Florida limited liability company.

1.1.65. "Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

1.1.66. "Turnover" shall have the meaning set forth in Section 10.2 of this Declaration.

1.1.67. "Unit" shall mean and refer to any improved property intended for residential use, and shall, unless otherwise specified, include without limitation, porchfront homes, single family dwellings, townhouse dwellings, condominium units, patio homes or cluster homes, whether detached or attached, or otherwise, located within the Property. A marina slip within Little Harbor Community submitted to condominium ownership shall also be considered a Unit, though not intended for residential use.

1.1.68. "Vacation Rental Management Company" means Little Harbor Vacations LLC, a Florida limited liability company, its successors and assigns, which will provide for general resort operations of the Little Harbor Community.

1.1.69. "Wetland Mitigation Areas" may include wetland enhancement and wetland creation areas. The Wetland Mitigation Areas also may include preservation of proposed buffers to protect the mitigation areas from disturbance and untreated runoff (such as fences). All Wetland Mitigation Areas shall be protected in perpetuity and maintained by the Little Harbor POA or the CDD pursuant to the Conservation Easement and all applicable permits.

1.2. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article I, the determination made by Declarant in such regard (as evidenced by a recorded Neighborhood Declaration stating same) shall be binding and conclusive. Moreover, Declarant may, also by way of a Neighborhood Declaration made in accordance with this Declaration, alter, amend or supplement the application of any portion(s) of this Declaration to specific portion(s) of the Property in order to reflect any unique characteristics thereof.

ARTICLE II. DEVELOPMENT

2.1. Development of Property. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Unit primarily for the purpose of sale, to make improvements and changes to all Common Areas, Neighborhood Common Areas and to all Lots or Units owned by Declarant, including without limitation: (i) installation and maintenance of any improvements in and to the Common Areas and the Neighborhood Common Areas; (ii) changes in the location of the boundaries of any Lots or Units owned by Declarant or of the Common Areas or Neighborhood Common Areas; and (iii) changes in the maintenance of any water, sewer, drainage, irrigation or other utility system or facilities.

2.2. Development of Additional Property. Prior to Turnover, Declarant may subject Additional Property to this Declaration, including without limitation, Common Areas, Neighborhood Common Areas, recreational facilities, Roads, vacant lands, and property of all types, including undeveloped lands, platted subdivisions, and lots by recording in the public records of the County, an amendment to this Declaration describing the property to be submitted to this Declaration and setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues, or other provisions pertaining to such additional property, if any. Despite the fact that Declarant's submission of additional property to this Declaration may result in an overall increase in the Common Expenses, and a resulting increase in the Assessments payable by each Lot or Unit, or may result in an increase in the total number of votes or Members in the Little Harbor POA, Declarant shall not be required to obtain the joinder or consent of the Little Harbor POA, any Lot or Unit Owner, any other party, or any Mortgagee except for the approval, if required, of the County or any other government authority having jurisdiction. Any property submitted to this Declaration by amendment, shall be included in the term "Property" and "Little Harbor Community". In no event shall Declarant be obligated to submit any Additional Property to the provisions of this Declaration.

2.3. Common Areas.

2.3.1. **Common Areas Generally. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITIONS OF "COMMON**

AREAS" AS SET FORTH IN THIS DECLARATION ARE FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE LITTLE HARBOR POA, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM, AS IT IS CURRENTLY INTENDED THAT THERE WILL BE FEW, IF ANY, COMMON AREAS WITHIN THE PROPERTY. In addition, the following provisions shall be applicable to the Common Areas.

2.3.2. **Establishment of Common Areas.** Declarant may in its sole discretion, establish Common Areas for recreational, maintenance, utilities, access, ingress, egress, or other purposes. The Common Areas shall be only that property (i) dedicated to the Little Harbor POA in a plat of Little Harbor, or (ii) property designated as such by Declarant in this Declaration, an amendment to this Declaration, a deed conveying the Common Areas to the Little Harbor POA, or another written instrument recorded in the Public Records of Hillsborough County, Florida; and shall include any improvements and fixtures thereon, owned by, leased to, or the use of which has been granted to the Little Harbor POA as set forth in this Declaration or an amendment. Common Areas also include any public property which the Little Harbor POA agrees to maintain, which may include portions of public rights-of-way and portions of CDD Property. Prior to the conveyance, identification and/or dedication of the Common Areas to the Little Harbor POA, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of the Little Harbor POA for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Owner or lender of a Unit or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by the Little Harbor POA. THE CURRENT CONCEPTUAL PLANS AND/OR REPRESENTATIONS, IF ANY, REGARDING THE COMPOSITION OF THE COMMON AREAS ARE NOT A GUARANTEE OF THE FINAL COMPOSITION OF THE COMMON AREAS. DECLARANT HAS NO OBLIGATION OR RESPONSIBILITY TO CONSTRUCT OR SUPPLY ANY SUCH COMMON AREAS TO THE LITTLE HARBOR POA, AND NO PARTY SHALL BE ENTITLED TO RELY UPON ANY STATEMENT CONTAINED HEREIN AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY, OR DEDICATED TO THE LITTLE HARBOR POA. DECLARANT, SO LONG AS IT CONTROLS THE LITTLE HARBOR POA, FURTHER SPECIFICALLY RETAINS THE RIGHT TO ADD TO, DELETE FROM, OR MODIFY ANY OF THE COMMON AREAS REFERRED TO HEREIN.

2.3.3. **Conveyance.** In accordance with Section 3.3, at Turnover, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Areas may be dedicated by plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records of the County, or by quitclaim deed from Declarant to the Little Harbor POA.

2.3.4. Delegation. Once conveyed or dedicated to the Little Harbor POA, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of the Little Harbor POA. Notwithstanding the foregoing, the Little Harbor POA may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Further, in the event that Common Areas are created by easement or maintenance agreement, the Little Harbor POA's obligations and rights with respect to such Common Areas may be limited by the terms of the document creating such easement or maintenance obligation.

2.3.5. Conveyance to the CDD. Declarant may convey real property to the CDD and it may cause the Little Harbor POA to enter into a lease, license or other use agreement, on an exclusive or non-exclusive basis, of such real property with the CDD. The lease, license or use agreement may provide that the Little Harbor POA and the Members may use or have the benefit of such real property on an exclusive or non-exclusive basis and may obligate the Little Harbor POA to maintain and pay for the administration, taxes, insurance, upkeep, repair, replacement and maintenance of such real property, which costs shall be a Common Expense or Neighborhood Expense, as the case may be, whether or not such real property is or is not Common Areas.

2.3.6. Property Owned by Others. The Little Harbor POA may enter into easement agreements or other use or possessory agreements whereby the Little Harbor POA may obtain the use or possession of certain real property not owned by Declarant, on an exclusive or non-exclusive basis, and included or not included within Property, for certain specified purposes and whereby the Little Harbor POA agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement and maintenance of such property. The aforesaid expenses shall be a Common Expense whether or not such real property shall be Common Areas. Prior to Turnover, no such agreement shall be entered into without the prior written consent of Declarant, which consent may be withheld in Declarant's sole discretion.

2.4. Neighborhood Common Areas. It is presently contemplated that there may be established by Declarant, Neighborhood Associations limited to the Owners of Lots or Units within particular Neighborhoods located within the Property as are designated by Declarant. Such Neighborhoods may be subject to Neighborhood Declarations which impose covenants and restrictions which are in addition to those imposed hereby, and such Neighborhood Associations may levy additional assessments and make and enforce supplementary covenants, restrictions, rules and regulations with respect to such Neighborhoods. The following shall be applicable to Neighborhood Common Areas, if any, located within such Neighborhoods:

2.4.1. Neighborhood Common Areas Generally. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITIONS OF "NEIGHBORHOOD COMMON AREAS" AS SET FORTH IN THIS DECLARATION ARE FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE NEIGHBORHOOD COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO A NEIGHBORHOOD ASSOCIATION,

EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

2.4.2. Establishment of Neighborhood Common Areas. Declarant may in its sole discretion, establish Neighborhood Common Areas for recreational, maintenance, utilities, access, ingress, egress, or other purposes. The Neighborhood Common Areas shall be only that property (i) dedicated to a Neighborhood Association in a plat of Little Harbor, or (ii) property designated as such by Declarant in this Declaration or a Neighborhood Declaration, an amendment to this Declaration or a Neighborhood Declaration, a deed conveying Neighborhood Common Areas to a Neighborhood Association, or another written instrument recorded in the Public Records of Hillsborough County, Florida; and shall include any improvements and fixtures thereon, owned by, leased to, or the use of which has been granted to a Neighborhood Association as set forth in this Declaration or a Neighborhood Declaration, or an amendment thereto. Neighborhood Common Areas also include any public property which a Neighborhood Association agrees to maintain, which may include portions of public rights-of-way and portions of CDD Property. Prior to the conveyance, identification and/or dedication of Neighborhood Common Areas to a Neighborhood Association, any portion of the Neighborhood Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of the Little Harbor POA for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant or the Little Harbor POA shall own, operate, and administer the Neighborhood Common Areas without interference from any Owner or lender of a Unit or any other person or entity whatsoever. Owners shall have no right in or to any Neighborhood Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by a Neighborhood Association. **THE CURRENT CONCEPTUAL PLANS AND/OR REPRESENTATIONS, IF ANY, REGARDING THE COMPOSITION OF THE NEIGHBORHOOD COMMON AREAS ARE NOT A GUARANTEE OF THE FINAL COMPOSITION OF THE NEIGHBORHOOD COMMON AREAS. DECLARANT HAS NO OBLIGATION OR RESPONSIBILITY TO CONSTRUCT OR SUPPLY ANY SUCH NEIGHBORHOOD COMMON AREAS TO A NEIGHBORHOOD ASSOCIATION, AND NO PARTY SHALL BE ENTITLED TO RELY UPON ANY STATEMENT CONTAINED HEREIN AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE NEIGHBORHOOD COMMON AREAS TO BE OWNED, LEASED BY, OR DEDICATED TO A NEIGHBORHOOD ASSOCIATION. DECLARANT, SO LONG AS IT CONTROLS THE LITTLE HARBOR POA, FURTHER SPECIFICALLY RETAINS THE RIGHT TO ADD TO, DELETE FROM, OR MODIFY ANY OF THE NEIGHBORHOOD COMMON AREAS REFERRED TO HEREIN PRIOR TO THEIR DEDICATION OR CONVEYANCE TO A NEIGHBORHOOD ASSOCIATION.**

2.4.3. Conveyance. At the turnover of control of a Neighborhood Association, or earlier as determined by Declarant in its sole discretion, all or portions of the Neighborhood Common Areas of a particular Neighborhood Association may be dedicated by plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records of the County, or by quitclaim deed from Declarant to the respective Neighborhood Association.

2.4.4. Maintenance. Once conveyed or dedicated to a Neighborhood Association, the particular Neighborhood Common Areas and the facilities and improvements located thereon shall, subject to the provisions of the document of conveyance or dedication, at

all times be under the complete supervision, operation, control, and management of such Neighborhood Association. Further, in the event that Neighborhood Common Areas are created by easement or maintenance agreement, the respective Neighborhood Association's obligations and rights with respect to such Neighborhood Common Areas may be limited by the terms of the document creating such easement or maintenance obligation.

2.5. Roadways. It is presently contemplated that there may be multiple entrances from such roads established by Declarant for ingress and egress to the Property. THE CURRENT CONCEPTUAL PLANS AND/OR REPRESENTATION, IF ANY, REGARDING THE NUMBER OR LOCATION OF THE ENTRANCES TO THE PROPERTY ARE NOT A GUARANTEE OF THE FINAL LOCATION OR NUMBER OF THE ENTRANCES. DECLARANT HAS NO OBLIGATION OR RESPONSIBILITY TO CONSTRUCT OR SUPPLY ANY SUCH ENTRANCES AND NO PARTY SHALL BE ENTITLED TO RELY UPON ANY STATEMENT CONTAINED HEREIN AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE ENTRANCES. DECLARANT FURTHER SPECIFICALLY RETAINS THE RIGHT TO ADD TO, DELETE FROM, OR MODIFY ANY ENTRANCES REFERRED TO HEREIN. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, LOCATION, WIDTH OR FUTURE MODIFICATIONS TO ANY ADJACENT ROADWAY OR THE AMOUNT OF TRAFFIC OVER SUCH ROADS.

2.6. Interest Subject to Plan of Development. Every purchaser of a Lot or Unit shall purchase such Lot or Unit, and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, subject to Declarant's right to add Additional Property to the Property as hereinabove provided. Any provision of this Declaration to the contrary notwithstanding, the provisions set forth in this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Declarant.

2.7. Master Plan Site Plan(s); Subdivision Plat. Prior to Turnover, Declarant reserves the right to record, modify, amend, revise and add to, at any time and from time to time, the master plan or one or more site plans, subdivision plat(s) or resubdivision plat(s) setting forth such information as Declarant may deem necessary with regard to the Property, including without limitation the locations and dimensions of the Lots, Units, Neighborhoods, Common Areas, Neighborhood Common Areas, Additional Property, Conservation Areas, roads, utility systems, drainage systems, utility easements, drainage easements, access easements and set-back line restrictions.

2.8. Withdrawal of Property. Declarant may, at any time and from time to time, withdraw any portion of the Property from the provisions of this Declaration as a result of any change whatsoever in Declarant's plans for Little Harbor Community, without the joinder or consent of any party other than the Owners of that portion of the Property to be withdrawn. Any withdrawal of any portion of the Property shall not result in a material adverse change to the overall uniform scheme of development for the Little Harbor Community. Declarant shall withdraw portions of the Property from the provisions of this Declaration by executing an amendment to this Declaration which shall be filed in the Public Records of the County, together with a legal description of that portion of the Property withdrawn by such amendment.

2.9. Not a Condominium. The Little Harbor POA is expressly not intended to be a Condominium Association and is not created in accordance with the Condominium Act. Notwithstanding the foregoing, Declarant may, in its sole and absolute discretion, elect to (i) submit certain Lot(s) to condominium ownership pursuant to the Condominium Act, and (ii) withdraw any portion of the Property from the provisions of this Declaration and submit said portion of the Property to a Condominium Association in accordance with the Condominium Act. Any such Lots submitted to condominium ownership shall be subject to a Condominium Declaration and to all of the terms, covenants, conditions, restrictions, easements, liens and charges set forth in this Declaration.

2.10. Amendment. This Article shall not be amended without the prior written consent of Declarant.

ARTICLE III. PROPERTY RIGHTS

3.1. General. Subject to the right of Declarant to submit Lot(s) to condominium ownership in accordance with Section 2.9, each Lot and Unit shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Unit, subject to the provisions of this Declaration, including without limitation, the provisions of Section 2.9 and this Article III. The ownership of each Lot and Unit shall include, and there shall pass with each Lot and Unit as an appurtenance thereto, membership in the Little Harbor POA and the applicable Neighborhood Association, if any. Each Owner shall automatically become a Member of the Little Harbor POA and the applicable Neighborhood Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Little Harbor POA and the applicable Neighborhood Association shall automatically pass to his successor-in-title to his Lot or Unit. Lots shall not be subdivided, and, except as provided in Sections 2.1 and 3.4 hereof, the boundaries between Lots shall not be relocated, unless the relocation thereof is made with the consent of Declarant, so long as Declarant owns a Lot or Unit primarily for the purpose of sale. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger Lot in order to create a Unit site larger than one Lot.

3.2. Use of Common Areas and Neighborhood Common Areas.

(a) Until Turnover, Declarant shall have the right to use any portion of the Common Areas and Neighborhood Common Areas, without charge, for any purpose deemed appropriate by Declarant.

(b) Every Owner shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Areas, subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Declaration or in any deed conveying such property to the Little Harbor POA. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the

Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:

3.2.1. The right of the Little Harbor POA, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real and personal property as security for money borrowed or debts incurred.

3.2.2. The right of the Little Harbor POA to take such steps as are reasonably necessary to protect the Common Areas against Foreclosure.

3.2.3. The right of the Little Harbor POA to suspend:

- (i) The right of an Owner to use recreational facilities within the Common Areas for any period during which an Assessment or any other charge against such Owner's Unit remains delinquent; and
- (ii) The enjoyment rights and easements of any Owner for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (other than a delinquent Assessment), of this Declaration, any applicable amendment, the Articles, the Bylaws, or the Rules and Regulations of the Little Harbor POA after notice and hearing pursuant to Section 13.3 below.

3.2.4. The right of the Little Harbor POA to maintain the Common Areas.

3.2.5. The right of the Board to adopt Rules and Regulations affecting the use and enjoyment of the Common Areas, including, without limitation, rules restricting use of recreational facilities, Conservation Areas and Wetland Mitigation Areas within the Common Areas to occupants of Units and their guests and rules limiting the number of guests who may use the Common Areas. The Board may also promulgate procedures for the enforcement of the Rules and Regulations, including, without limitation, the assessment of fines against Owners who violate the restrictions regarding the Conservation Areas and the Wetland Mitigation Areas and against Owners, whose family members, guests, invitees, licensees, employees, or agents violate such restrictions. The fines will be levied as an Individual Assessment as set forth in Section 11.5 hereof upon the Owner who violates the restrictions, or upon the Owner whose family members, guests, invitees, licensees, employees, or agents violate the restrictions. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Dispute Committee as provided in Section 13.3.

3.2.6. The Board shall have the right to post motor vehicle speed limits throughout the Common Areas, and to promulgate traffic regulations for the Roads. The Board may also promulgate procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines against Owners who violate the traffic regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines will be levied as an Individual Assessment as set forth in Section 11.5 hereof upon the Owner who violates the traffic regulations, or upon the Owner whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Dispute Committee as provided in Section 13.3.

3.2.7. The Board shall have the right to establish parking regulations throughout the Common Areas. In the event the Board has established parking regulations, the Board shall also promulgate procedures for the enforcement of the parking regulations, including, without limitation, the assessment of fines against Owners who violate the parking regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the parking regulations. The Board will diligently enforce such parking regulations and the fines will be levied as an Individual Assessment as set forth in Section 11.5 hereof upon the Owner who violates the parking regulations, or upon the Owner whose family members, guests, invitees, licensees, employees, or agents violate the parking regulations. Before any fine shall be effective, the Owner shall be entitled to notice and an opportunity to be heard before the Dispute Committee as provided in Section 13.3.

3.2.8. The right of the Little Harbor POA to dedicate or transfer all, or any part, of the Common Areas to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

3.2.9. The restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

3.2.10. All of the provisions of this Declaration, the Articles, and Bylaws of the Little Harbor POA and all exhibits thereto, and all Rules and Regulations adopted by the Little Harbor POA, as same may be amended from time to time.

3.2.11. The rights and easements reserved to Declarant in Sections 3.4, 7.1, 7.2, 7.3, 7.5, 7.6, 7.7 and 7.9 or as otherwise provided for in this Declaration.

3.2.12. The right of the Little Harbor POA to grant and accept easements as provided in Section 7.3 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to the County, the CDD, the State of Florida or to any other local, state or federal governmental entity, or to any public agency or authority, public service district, public or private utility, or other person, with the consent of Declarant, for so long as Declarant owns any Unit or Lot.

3.2.13. The rights and easements reserved in Sections 3.3, 7.1, 7.3, 7.4, 7.7 and 7.9 hereof for the benefit of the Little Harbor POA, its directors, officers, agents and employees.

3.2.14. The rights and easements reserved in Section 7.5 hereof for the benefit of the Vacation Rental Management Company, its directors, officers, agents, employees and invitees.

3.2.15. The rights and easements reserved in Section 7.12 hereof for the benefit of the Club Owner, its directors, officers, agents and employees and invitees.

3.2.16. The rights and easements reserved in Section 7.13 hereof for the benefit of the Resort Lot Owner, its directors, officers, agents and employees and invitees.

3.2.17. The rights and easements reserved in Section 7.6 hereof for the benefit of the Additional Property.

3.2.18. In case of any emergency originating in, or threatening the Property or any Unit, regardless of whether the Owner is present at the time of such emergency, the Board, or any other person authorized by the Board, or the management agent under a management agreement, shall have the right to enter the Property or such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

3.2.19. The right of Declarant and/or the Little Harbor POA to enter into easement agreements or other use or possession agreements whereby Owners, Telecommunications Providers, and/or the Little Harbor POA and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Little Harbor POA may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Common Expenses. Any such agreement by the Little Harbor POA prior to Turnover shall require the consent of Declarant.

3.2.20. Declarant and/or the Little Harbor POA may enter into easement agreements or other use or possession agreements whereby Owners, service providers, and/or the Little Harbor POA and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Little Harbor POA may agree to maintain and pay the taxes, insurance, administration, upkeep, repair and replacement of such property, the expenses of which shall be Common Expenses. Any such agreement by the Little Harbor POA prior to Turnover shall require the consent of Declarant.

3.2.21. Declarant and/or the Little Harbor POA may enter into use agreements with the Club whereby Club Members may obtain the use, possession of, or other rights regarding Common Areas.

3.3. Title to Common Areas.

3.3.1. Declarant shall not be required to convey title to the Common Areas or any portion thereof to the Little Harbor POA until Turnover. Notwithstanding the manner in which title is held, the Little Harbor POA shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes and other charges which are liens against the Common Areas, from and after the recording of this Declaration. On or before Turnover, Declarant shall convey the Common Areas to the Little Harbor POA by quitclaim deed. Declarant shall not be required to provide any title insurance or other related title documents to the Little Harbor POA in connection with the conveyance of the Common Areas. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Little Harbor POA shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of the Common Areas and other obligations relating to the Common Areas imposed herein. The Little Harbor POA shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Little Harbor POA, by its joinder in this Declaration, hereby accepts such dedications or conveyances without setoff, condition, or qualification of any nature. The Common Areas, personal property

and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. At Turnover, or earlier, in Declarant's sole discretion, Declarant shall have the right to assign and the Little Harbor POA shall have the obligation to assume, all responsibilities under any permits or governmental approvals affecting the Common Areas.

3.3.2. After the conveyance or dedication of any portion of the Common Areas to the Little Harbor POA, the portion of the Common so dedicated shall be owned, operated and administered by the Little Harbor POA for the use and benefit of the owners of all property interests in Little Harbor Community including, but not limited to, the Little Harbor POA, Declarant, Owners and any lenders. Subject to the Little Harbor POA's right to grant easements, and other interests as provided herein, the Little Harbor POA may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to Turnover, the approval of (a) a majority of the Board; and (b) the consent of Declarant, or (ii) from and after Turnover, approval of (a) seventy-five percent (75%) of the Board; and (b) seventy-five percent (75%) of all of the votes in the Little Harbor POA.

3.4. Changes in Boundaries; Additions to and Easements Over Common Areas and Neighborhood Common Areas. Declarant reserves the right to change and realign the boundaries of the Common Areas, the Neighborhood Common Areas, any Lots, Units or Neighborhoods owned by Declarant, including the realignment of boundaries between adjacent Lots, Units and/or Neighborhoods owned by Declarant. Declarant's right to change the boundaries of Lots shall include the right to approve minor changes in Lot boundaries after conveyance of Lots from Declarant, provided that the affected Owners exchange deeds, in which event no other person nor the Little Harbor POA shall have the right to consent to such modifications. Declarant's consent to such modification must be in writing and any such modification must comply with governmental requirements. Furthermore, Declarant reserves the right, but shall not have the obligation, to convey by quit-claim deed to the Little Harbor POA at any time and from time to time, as an addition to the Common Areas, such other portion of the Property as Declarant, in its discretion, shall choose.

3.5. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

3.6. Obstruction of Common Areas and Neighborhood Common Areas. No portion of the Common Areas or Neighborhood Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Little Harbor POA and this Declaration.

3.7. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the CDD Property, the Club Facilities, the Resort Lot, the Common Areas or the Neighborhood Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such CDD Property, Club Facilities, the Resort Lot, Common Areas or Neighborhood Common Areas,

including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees, and (e) design of any portion of the CDD Property, the Club Facilities, the Resort Lot, the Common Areas or the Neighborhood Common Areas. The person also expressly indemnifies and agrees to hold harmless Declarant, the Little Harbor POA, the CDD, Club Owner, Resort Lot Owner and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the CDD Property, the Club Facilities, the Resort Lot, the Common Areas or the Neighborhood Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the CDD Property, the Club Facilities, the Resort Lot, the Common Areas or the Neighborhood Common Areas, including without limitation, any pool or area adjacent to any waterbody, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS AND THE NEIGHBORHOOD COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, SNAKES, FISH, RACCOONS, DEER, FOWL, AND FOXES, AMONG OTHERS. DECLARANT, THE CDD, THE CLUB OWNER, RESORT LOT OWNER AND THE LITTLE HARBOR POA SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

3.8. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, the CDD, the Little Harbor POA, Resort Lot Owner, Club Owner and the Club, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the CDD Property, the Club Facilities, the Resort Lot, the Common Areas or the Neighborhood Common Areas, including, without limitation, use of the waterbodies within the Property by Owners and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of any of the Indemnified Parties. Should any Owner bring suit against any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

3.9. Burden Upon the Property. Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land, and shall inure to the benefit of and be binding upon each and every Owner and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and Mortgagees. By the recording or acceptance of the conveyance of a Lot or Unit or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the Bylaws of the Little Harbor POA.

3.10. Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically

set forth herein and may not be severed or alienated from such ownership. The transfer of the fee title to a Unit or Lot, whether voluntary or by operation of law, terminating the Owner's title to that Unit or Lot shall terminate the Owner's rights to the use of and enjoyment of the Common Areas, Club Facilities and the Neighborhood Common Areas as it pertains to that Unit or Lot. An Owner's rights and privileges under this Declaration or the Club Plan are not assignable separately from a Unit or Lot. In the event that any Owner desires to sell or otherwise transfer title of his or her Unit or Lot, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Unit or Lot pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Unit or Lot an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Unit or Lot, the transferring Owner shall remain liable for Assessments accruing on the Unit or Lot from and after the date of conveyance.

ARTICLE IV. MEMBERSHIP

4.1. Membership in the Neighborhood Association. Every Owner of a Lot or Unit shall be deemed to have a membership in the applicable Neighborhood Association, if any, encompassing such Owner's Lot or Unit. Membership in such Neighborhood Association shall be appurtenant to and may not be separated from ownership of any Lot or Unit, and ownership of a Lot or Unit shall be the sole qualification for such membership. In the event that fee title to a Lot or Unit is transferred or otherwise conveyed, the membership in the Neighborhood Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security for the performance of an obligation shall not terminate or otherwise affect an Owner's membership in the Neighborhood Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Unit. In the event of multiple Owners of a Lot or Unit, votes and rights of use and enjoyment shall be as provided in Section 4.3. The voting weight appurtenant to each Lot or Unit is equal, and each Lot and each Unit shall have one vote, except that two Lots may be combined to form one Lot with one Unit in accordance with the provisions hereof, in which event the Owner shall have a total of only one vote and pay only one Assessment for the combined Lots.

4.2. Membership in the Little Harbor POA. Every Owner of a Lot or Unit shall be deemed to have membership in the Little Harbor POA. The votes of Members other than Declarant shall be cast at meetings of the Little Harbor POA by their voting Member ("Voting Member"). If the Unit owned by such Member is operated, governed or administered by a Neighborhood Association, the Voting Member shall be a Member who is appointed by the board of directors of the Neighborhood Association to act as the Voting Member and so designated in writing to the Little Harbor POA. If there is no Neighborhood Association for a Neighborhood, the Little Harbor POA shall hold a Neighborhood meeting whereby the

members of such Neighborhood shall elect the Voting Member for that Neighborhood. No Member of a Neighborhood except the Voting Member and Declarant may cast votes at a meeting of the Little Harbor POA. The number of votes belonging to a Neighborhood Association shall be equal to the number of Lots or Units located within such Neighborhood, with the relative voting weights among all the Lots or Units within the Property being equal. The Owner of a Lot or Unit not located within a Neighborhood shall have one vote for each Lot or Unit owned, except that two Lots may be combined to form one Lot with one Unit in accordance with the provisions hereof, in which event the Owner shall have a total of only one vote in the Little Harbor POA. This Section 4.2 shall be subject to the terms of Section 4.4.

4.3. Notice of Voting Member; Multiple Ownership; Effect of Additional Property on Voting Weights. Each Neighborhood and Neighborhood Association shall give written notice to the Little Harbor POA of the person elected or designated as its Voting Member, such notice to be given at or before the first meeting of the Little Harbor POA which the Voting Member is to attend. The Little Harbor POA and all other Voting Members (and their constituents) shall be entitled to rely on such notices as constituting the authorization of the Neighborhood or Neighborhood Association (and their members) to the designated Voting Member to cast all votes of the Neighborhood or Neighborhood Association (and their members) and to bind same in all Little Harbor POA matters until such notice is changed, superseded or revoked. Declarant reserves the right to determine the voting weights of any Additional Property. Each Owner, by acceptance of a deed or other conveyance for a Lot or Unit, consents and agrees to the dilution of his voting interest in the Neighborhood, Neighborhood Association and Little Harbor POA, as applicable, by virtue of the submission from time to time of the Additional Property to the terms of this Declaration as provided herein. This Section 4.3 shall be subject to the terms of Section 4.4.

4.4. Restrictions on Voting Rights Before Turnover. The terms of Section 4.2 and Section 4.3, and the voting rights of Members and Owners as described therein, shall apply only after Declarant ceases to control the Little Harbor POA as provided in Section 10.2 and Section 14.1; provided, however, that Declarant may at any time and from time to time request the vote of Members and Owners on certain Little Harbor POA matters before Declarant ceases to control the Little Harbor POA as provided in Section 10.2 and Section 14.1.

4.5. Changes in Voting Rights. Notwithstanding anything to the contrary contained herein, so long as Declarant controls the Little Harbor POA pursuant to Sections 10.2 and 14.1, Declarant shall have the right in its sole and absolute discretion to change the voting rights of any portion of the Property at any time and from time to time.

4.6. Membership in the Club. Each Owner must acquire and maintain a membership in the Club during any period of Unit ownership; however, this requirement shall not apply to any Mortgagee (or its designee) obtaining title to a Lot or Unit by virtue of foreclosure of its Mortgage on a Lot or Unit, by acceptance of a deed in lieu of foreclosure for a Lot or Unit, or in satisfaction of a debt. The Little Harbor POA and each Unit Owner, where applicable, shall be bound by and comply with the Club Plan. In the event of any conflict between the Club Plan and this Declaration, the Club Plan shall control.

ARTICLE V.
RIGHTS AND OBLIGATIONS OF THE LITTLE HARBOR POA

5.1. Common Areas. The Little Harbor POA, subject to the rights of the Owners set forth in this Declaration, shall own, manage, and control the Common Areas and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep them in good, clean, attractive and sanitary condition, order, and repair, consistent with this Declaration and the Community-Wide Standard.

5.2. Personal Property and Real Property for Common Use. The Little Harbor POA may acquire, hold, and dispose of tangible and intangible personal property and real property. Declarant may convey to the Little Harbor POA improved or unimproved real estate, personal property, and leasehold and other property interests. Such property shall be accepted by the Little Harbor POA, and thereafter shall be maintained as Common Areas by the Little Harbor POA at its expense for the benefit of its Members, subject to any restrictions set forth in the conveying deed or instrument.

5.3. Rules and Regulations. The Little Harbor POA, through its Board, may make and enforce reasonable rules governing the use of the Property, in addition to further defining or limiting, and, where specifically authorized hereunder, creating exceptions to those covenants and restrictions set forth in this Declaration. Such rules shall be binding upon all Owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting by vote of the Members representing a majority.

5.4. Implied Rights: Board Authority. The Little Harbor POA may exercise any other right or privilege given to it expressly by this Declaration, the Bylaws, and the Articles or reasonably implied from or reasonably necessary to effectuate any such right or privilege contained therein. Except as otherwise specifically provided in this Declaration, the Bylaws, the Articles, or by law, all rights and powers of the Little Harbor POA may be exercised by the Board without a vote of the Members.

5.5. Indemnification.

5.5.1. The Little Harbor POA shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member except for expenses incurred from claims arising from such officer, director or committee member's own individual willful malfeasance, criminal misconduct, or bad faith.

5.5.2. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Little Harbor POA (except to the extent that such officers or directors may also be Members of the Little Harbor POA). The Little Harbor POA shall indemnify and forever hold each such officer, director and committee member harmless from

any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Little Harbor POA shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

5.6. Dedication of Common Areas. The Little Harbor POA may dedicate portions of the Common Areas to the County, or to any other local, state, or federal governmental entity, subject to such approval as may be required by this Declaration.

5.7. Telecommunications Services.

5.7.1. Authority of Declarant or Board. Declarant or the Board shall have the right, but not the obligation, to establish exclusive systems for the provision of Telecommunication Services, subject to all applicable statutes and ordinances. Declarant or the Board may establish and operate such systems itself or may enter into agreements with related or unrelated persons or entities for this purpose, with any such agreements being on such terms as Declarant or the Board shall deem, in its sole discretion, to be in the best interests of the Owners. If Declarant is not the Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or revenues derived from such Telecommunications Service within the Property as agreed, from time to time, between the Telecommunications Provider and Declarant. Any such systems for Telecommunications Services shall be mandatory for all Owners, regardless of when they took title to a Unit. Declarant may delegate the foregoing rights to any Neighborhood Association. Declarant has entered into an agreement for all Telecommunications Services within the Little Harbor Community with HipNet Industries LLC, a Florida limited liability company, as Telecommunications Provider.

5.7.2. Terms of Services. The terms upon which the Telecommunications Services are established and operated, whether directly by Declarant or by any party contracting with Declarant for this purpose (Declarant, HipNet Industries LLC, or any such party operating the Telecommunications Services or both being referred to herein as the "Telecommunications Provider"), may include, but shall not be limited by or to, the following:

5.7.2.1. Every Unit within the Property receiving Telecommunications Services pursuant to the terms of this Article may be subject to a charge, payable per Unit on the first day of each month or quarter in advance, of specified dollar amounts for Telecommunications Services, which dollar amounts are subject to periodic adjustment.

5.7.2.2. The Little Harbor POA and/or each Neighborhood Association with respect to each Unit contained therein, may impose assessments for Telecommunications Services fees due and payable as provided for in Section 5.7.2.1 and may collect the same and remit the amount collected to the Telecommunications Provider.

5.7.2.3. Where an institutional mortgagee or other Owner of a Unit obtains title to the Unit as a result of the foreclosure of an institutional mortgage,

such acquirer of title, its successors and assigns, shall not be liable for the payment of the aforementioned charges pertaining to such Unit which become due prior to acquisition of title in the manner provided above.

5.7.2.4. Declarant may exclude nonresidential property within the Property from the provisions of this Section 5.7.2 and may further exclude residential property which, in the determination of Declarant, has uses for Telecommunications Services inconsistent with the overall design of such services in the Property as a whole.

5.7.3. **Easement for Telecommunications Services.** Declarant hereby (i) reserves for itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider, providing Telecommunications Services to all or a part of the Property pursuant to an agreement between Declarant or the Board and such Telecommunications Provider, and for any successors or assigns of any of the foregoing, a perpetual easement, privilege and right in and to, over, under, on and across all of the Property for the purpose of erecting, installing, maintaining, operating and removing any and all equipment or other property associated with the Telecommunications Services.

5.7.4. **Structures.** Notwithstanding anything to the contrary in the Declaration, Declarant hereby reserves for itself and for any Telecommunications Providers, and for any successors or assigns of any of the foregoing, the right to erect, install, maintain, operate and remove from the Property, at any time and from time to time, any satellite dish, tower or other such structure or equipment for the purpose of establishing and operating Telecommunications Services. All Telecommunications Systems or any part thereof which are located outside of any Unit shall be and remain at all times the property of Declarant or the Telecommunications Provider who installed same.

5.7.5. **Restoration.** Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas or the Neighborhood Common Areas and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within twenty (20) days after receiving written notice from Declarant or the Board of such failure shall vest in Declarant or the Board the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas or the Neighborhood Common Areas and/or Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Declarant or the Board may restore or cause to be restored such disturbed portion of the Common Areas or the Neighborhood Common Areas and/or Unit. In the event that Declarant or the Board exercises the right of self-help, each Telecommunications Provider agrees in advance that Declarant or the Board shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Declarant or the Board hereunder. All reasonable expenses incurred by Declarant or the Board in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of delivery to Telecommunications Provider of Declarant's or the Board's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the maximum rate of interest allowed

by the law of the State of Florida for such obligations, or as provided in any agreement between a Telecommunications Provider and Declarant or the Board.

5.8. Community Control Program.

5.8.1. Right to Install. Declarant or the Board shall have the right, but not the obligation, to install and/or contract for the installation of a Community Control Program for each Unit within the Property. Prior to Turnover, all contracts for a Community Control Program shall be subject to the prior written approval of Declarant. Any contracts or agreements respecting a Community Control Program may provide that Declarant receive compensation for approving such contract. Declarant or its nominees, successors, assigns, affiliates, and licensees may install such a Community Control Program. Declarant reserves the right, at any time and in its sole discretion, to discontinue or terminate any Community Control Program prior to Turnover. In addition, all Owners specifically acknowledge that the Property may have a perimeter Community Control Program, such as fences, walls, hedges, or the like on certain perimeter areas. Declarant and the Board shall not be held liable for any loss or damage by reason or failure to provide an adequate Community Control Program or ineffectiveness of Community Control Program measures undertaken. Declarant has entered into an agreement with HipNet Industries LLC, ("HipNet") a Florida limited liability company, granting HipNet the exclusive right to provide electronic security system services to the Little Harbor Community. All security system components located outside of any Unit shall be and remain the property of Declarant or the security service provider who installed same.

5.8.2. No Liability. NEITHER THE LITTLE HARBOR POA, CLUB OWNER, RESORT LOT OWNER, DECLARANT NOR ANY SECURITY SYSTEM PROVIDER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF THE HEALTH, SAFETY, WELFARE OR SECURITY OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, COMMUNITY CONTROL SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS, OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS OCCUPANTS OR LESSEES THAT NEITHER THE LITTLE HARBOR POA, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT NOR ANY SECURITY SYSTEM PROVIDER ARE INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

5.8.3. Components. A Community Control System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. Declarant and the Board do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any

other items they deem appropriate in their sole and absolute discretion. After Turnover, the Little Harbor POA may expand the Community Control System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Declarant and the Board reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gate houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to Turnover without the prior written consent of Declarant.

5.8.4. Part of Common Expenses. If furnished and installed within any Unit, the cost of operating and monitoring any Community Control System may be included in Common Expenses and may be payable as a portion of the Assessments against Owners. Any such Community Control System shall be mandatory for all Owners, regardless of whether or not they utilize the Community Control System or services of such system. Club Owner shall have no obligation to pay any part of the costs of installing, maintaining or replacing the Community Control System. In the event such system requires a card to enter Little Harbor Community, each employee, the Club and each Club Member shall be entitled to such a card upon payment to the Little Harbor POA of the actual cost of such card.

5.8.5. Owners' Responsibility. All Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that the Little Harbor POA, its Board and officers, Declarant, their nominees or assigns, or any successor Declarant, and the ARB and its members, do not represent or warrant that (a) any Community Control System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Community Control System will prevent loss by fire, smoke, burglary, theft, hold-up, bodily injury or harm or otherwise, and/or (c) the Community Control System will in all cases provide the detection for which the system is designed or intended. In the event that Declarant elects to provide a Community Control System, Declarant shall not be liable to the Owners or the Little Harbor POA with respect to such Community Control System, and the Owners and the Little Harbor POA shall not make any claim against Declarant for any loss that an Owner or the Little Harbor POA may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Community Control System. Each Owner and the Little Harbor POA is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Community Control System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Property or any Neighborhood contained therein. Neither Declarant nor the Little Harbor POA guarantees or warrants, expressly or by implication, the merchantability or fitness for use of any Community Control System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Community Control System is designed to monitor the same. Each and every Owner and the occupant of each Unit acknowledges that Declarant and the Little Harbor POA, their employees, agents, managers, directors, and officers, are not insurers of Owners or Units, or the personal property located within Units. Declarant and the Little Harbor POA will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

5.9. Powers of the Little Harbor POA Relating to Neighborhoods. The Little Harbor POA, through its Board, may make and enforce reasonable rules and regulations governing the

use of the property within specific Neighborhoods. Such rules shall be binding upon all Owners, occupants, invitees and licensees until and unless repealed or modified in a regular or special meeting by vote of the Members representing a majority. The Little Harbor POA shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Association or Neighborhood committee which the Board reasonably determines to be adverse to the interests of the Little Harbor POA or its Members, or inconsistent with the Community-Wide Standard. The Little Harbor POA also shall have the power to require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association or Neighborhood committee, and to require that a proposed budget include certain items and that specific expenditures be made.

5.9.1. Any action required by the Little Harbor POA in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association or Neighborhood committee shall be taken within the reasonable time frame set by the Little Harbor POA in such written notice. If the Neighborhood Association or Neighborhood committee fails to comply with the requirements set forth in such written notice, the Little Harbor POA shall have the right to effect such action on behalf of the Neighborhood Association or Neighborhood committee.

5.9.2. To cover the Little Harbor POA's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Little Harbor POA, the Little Harbor POA shall assess the Units in such Neighborhood for their pro rata share of any expenses incurred by the Little Harbor POA in taking such action in the manner provided above. Such Assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

5.10. Activities; Concierge. At the discretion of the Board, the Little Harbor POA shall provide activity/concierge staffing services for Little Harbor Community.

5.11. Administration. At the discretion of the Board, the Little Harbor POA shall provide administrative services for the Little Harbor Community.

5.12. Insurance. The Little Harbor POA shall provide insurance for Little Harbor Community as provided herein, and at the discretion of the Board. The Little Harbor POA need not provide insurance for items already insured by a Neighborhood Association, Declarant, Resort Lot Owner, or Club Owner.

5.13. Trash; Recycling. The Little Harbor POA shall provide garbage collections for Little Harbor Community. The Little Harbor POA may establish a recycling program and recycling center within the Property and in such event, all occupants of Units shall support such program by recycling, to the extent reasonably practical, all materials which the Little Harbor POA's recycling program or center is set up to accommodate.

5.14. Surface Water Rights. The Little Harbor POA or the CDD may establish programs and Rules and Regulations for reclamation of surface water and storm water runoff for appropriate uses within the Property, and may require Owners and occupants of Units to participate in such programs to the extent reasonably practical. No Owner or occupant of a Unit shall have any right to be compensated for water claimed or reclaimed from Units. The Board

shall also have the right to establish restrictions on the use of surface water within the Property. Waterbodies within or adjacent to the Property are designed as water retention and water management areas and are not designed solely as aesthetic features. From time to time, low ground water elevations or drought conditions may cause waterbodies within or adjacent to the Property and other water management areas to be shallow or lakebed areas to be exposed.

ARTICLE VI. MAINTENANCE

6.1. Little Harbor POA's Responsibility.

6.1.1. Except as may be otherwise specifically provided herein or agreed to in writing by the Board, the Little Harbor POA shall maintain, repair and replace all portions of the Common Areas and the following, but only if not otherwise maintained by the CDD, a public authority, or public or private utility: (i) the Conservation Areas, Surface Water Management System and all retention and drainage areas and facilities, (ii) all parks, walks, sidewalks, boardwalks, walking trails, nature trails, parking areas, streetlights, entrances and guardhouses, landscaped areas, recreational facilities, seawalls, and other improvements made by Declarant or the Little Harbor POA situated within the Common Areas, Neighborhood Common Areas or within easements encumbering Lots, Units or Neighborhoods pursuant to Article VII hereof, (iii) all Roads, if not otherwise maintained by the CDD, (iv) such monitoring systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Surface Water Management System, (v) all irrigation systems within Little Harbor Community serving the Common Areas, (vi) all lakes and ponds situated within the Common Areas, and (vii) the water and sewer systems within Little Harbor Community. The Little Harbor POA and Declarant shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain, drought or other surface water which may leak, diminish, restrain or flow from any portion of the Common Areas or the Neighborhood Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Little Harbor POA or Declarant. Nor shall the Little Harbor POA or Declarant be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or the Neighborhood Common Areas or any other portion of the Property. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Little Harbor POA to take some action or to perform some function required to be taken or performed by the Little Harbor POA under this Declaration or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Little Harbor POA, or from any action taken by the Little Harbor POA to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

6.1.2. **Maintenance of Property Owned by Others.** The Little Harbor POA may maintain vegetation, landscaping, sprinkler systems, community identification/features and/or other areas or elements designated by Declarant upon areas which are within or outside of Little Harbor Community. Such areas may abut, or be proximate to Little Harbor Community and may be owned by, or dedicated to, others including, but not limited to, a

utility, governmental or quasi-governmental entity. These areas may include (for example and not as limitation) swale areas, landscape buffer areas, or median areas within the right-of-way of public streets, roads, drainage areas, boardwalks, community identification or features, lakes, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. Without limiting the foregoing, the Little Harbor POA specifically has the right and obligation to enter into agreements with the CDD to perform the maintenance and management of CDD Property in accordance with the Community-Wide Standard as determined by the Board in its sole discretion and all costs therefore shall be included in the computation of annual Assessments.

6.1.3. Maintenance of the Surface Water Management System Facilities.

In the event CDD cannot maintain or relinquishes its responsibility of maintaining its portion of the Surface Water Management System Facilities, the Little Harbor POA shall be obligated to maintain the Surface Water Management System Facilities.

6.1.4. Failure of Owner or Neighborhood Association to Discharge

Obligations. In the event that Declarant or the Board of Directors determines that: (i) any Neighborhood Association has failed or refused to discharge properly its obligations with regard to the maintenance, cleaning, repair or replacement of items for which it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Little Harbor POA hereunder is caused through the willful or negligent act of an Owner, or his or her family, tenants, guests or invitees, or a Neighborhood Association, then the Little Harbor POA may take the following actions:

6.1.4.1. In the case of (i), Declarant or the Little Harbor POA, except in the event of an emergency situation, shall give such Neighborhood Association written notice of Declarant's or the Little Harbor POA's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Neighborhood Association and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary and, except in the event of emergency situations, such Neighborhood Association shall have ten (10) calendar days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) calendar day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situation, or the failure of a Neighborhood Association to comply with the provisions hereof after notice, Declarant or the Little Harbor POA may provide (but shall not have the obligation to so provide) any such maintenance, repair or replacement at the sole cost and expense of such Neighborhood Association and said cost shall become a part of the Assessments for all Owners within such Neighborhood Association and shall become a lien against such Owners' Lots or Units.

6.1.4.2. In the case of (ii), Declarant or the Little Harbor POA may require such Owner or Neighborhood Association to undertake such maintenance, repair or replacement at the Owner's or Neighborhood Association's sole cost and expense. Alternatively, Declarant or the Little

Harbor POA may provide (but shall not have the obligation to so provide) any such maintenance, repair or replacement, as applicable: (a) at the sole cost and expense of such Owner, with said cost added to the Assessment to which such Owner and his or her Lot or Unit are subject, or (b) at the sole cost and expense of such Neighborhood Association with said cost becoming a part of the Assessments for all Owners within such Neighborhood Association. Assessments under (a) or (b), if unpaid, may become a lien against such Owners' Lots or Units.

6.1.4.3. In the event that Declarant undertakes any of the foregoing maintenance, cleaning, repair or replacement, the Little Harbor POA shall promptly reimburse Declarant for Declarant's costs and expenses of any nature. In the event the Little Harbor POA provides any of the foregoing maintenance, repair or replacement, the Little Harbor POA shall not be obligated to procure bids for such maintenance repair or replacement and the Little Harbor POA, in its sole discretion, shall designate a contractor to perform such work.

6.2. Owner's Responsibility. An Owner shall not undertake any maintenance, repair or replacement of any items the maintenance, repair or replacement of which is delegated to the Little Harbor POA or a Neighborhood Association pursuant to this Declaration or a Neighborhood Declaration. A Unit Owner shall, however, refrain from taking any action which would cause the Common Areas, Neighborhood Common Areas, Lot or Unit to be in other than good condition and repair, in a manner consistent with the Community-Wide Standard and all applicable covenants, and in a like condition, appearance, and quality as originally constructed. Further, the cost and expense of obtaining utilities exclusively serving a particular Lot or Unit shall be the responsibility of the Owner of such Lot or Unit. As provided in Section 6.1.4 hereof, each Owner and Neighborhood Association shall also be obligated to pay for the costs incurred by the Little Harbor POA for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Neighborhood Association, but which responsibility such Neighborhood Association fails or refuses to discharge.

6.3. Neighborhood Association's Responsibility. Unless otherwise agreed to in writing by the Board, a Neighborhood Association shall be responsible for (i) the maintenance, repair and replacement of all Neighborhood Common Areas within such Neighborhood, including any recreational facilities thereon, (ii) the maintenance repair and replacement of all landscaping, grounds and irrigation for all Lots and Units within a Neighborhood, and (iii) the maintenance and care of all exterior surfaces of all Units, buildings and other structures located within the Neighborhood. Where appropriate and upon resolution of the Board, a Neighborhood shall be responsible for paying, through Assessments levied upon all Owners within the Neighborhood, the costs of maintenance of certain Common Areas or other property adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any right-of-way and landscaped area between the Neighborhood and adjacent public roads, private streets within a Neighborhood, if any, and lakes within a Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Little Harbor POA. A Neighborhood Association shall perform all maintenance, repair and replacement in a manner consistent with the Community-Wide Standard. If any Neighborhood Association fails to perform its maintenance duties as required herein, the Little Harbor POA

may perform it and assess the costs against all Units within such Neighborhood Association as provided herein.

6.4. Prohibitions. Except as otherwise provided herein, neither an Owner nor a Neighborhood Association shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Unit or the landscaping, grounds or other improvements within a Neighborhood, unless such decoration, change or alteration is first approved, in writing, by the ARB as provided in Article XII hereof, or (ii) do any work which, in the reasonable opinion of the ARB, would jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the ARB.

6.5. Resort Lot. The Resort Lot Owner shall have the maintenance responsibilities for the Resort Lot as are provided in the Resort Declaration.

6.6. Resolution of Disputes. In the event that there is a dispute as to the responsibility for any maintenance, repair or replacement referred to in this Section 6, the determination by the Board as to the responsibility therefor shall be final and conclusive.

ARTICLE VII. EASEMENTS

7.1. Access Easements. All Owners, by accepting title to Lots or Units conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Lot or Unit and acknowledge and agree that such access, ingress and egress shall be limited to Roads, walkways, boardwalks, paths, sidewalks and other Common Areas, Neighborhood Common Areas and CDD Property located within the Property from time to time for such purposes, provided that pedestrian and vehicular access to and from all Lots and Units shall be provided at all times. There is reserved unto Declarant, the Little Harbor POA and their respective successors and assigns the right and privilege, but not the obligation, to hire persons and/or to maintain electronically-controlled gates controlling vehicular access to and from the Property. In addition, in the event that an Owner is unable to access portions of their Lot or Unit without crossing or entering a portion of an adjoining Lot, Unit or Common Area, then such Owner shall have an easement of access over and upon such adjoining Lots, Units, and/or Common Areas for the purposes of allowing such Owner to (i) install, construct or establish improvements to such Owner's Lot or Unit; (ii) repair, maintain, replace and/or upgrade portions of such Owner's Lot or Unit; and (iii) access the rear of the Lot or Unit from the front of the Lot or Unit and access the front of the Lot or Unit from the rear of the Lot or Unit.

7.1.1. Permits, Licenses and Easements. Prior to Turnover, Declarant, and thereafter the Little Harbor POA, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Property (including Units) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted

to Declarant, and thereafter the Little Harbor POA, an irrevocable power of attorney coupled with an interest for the purposes herein expressed.

7.2. Easements for Declarant.

7.2.1. There is hereby reserved for the benefit of Declarant, for a period of five (5) years following the conveyance of all the Lots in the Property to Members, an alienable and transferable right and easement on, over, through, under and across the Common Areas and the Neighborhood Common Areas for the purpose of grading and drainage, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

7.2.2. During the period that Declarant owns any Lot or Unit primarily for the purpose of sale, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the Common Areas and the Neighborhood Common Areas for the purpose of constructing Units and other improvements in and to the Lots and within Neighborhoods and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Property (including any portions of the Common Areas and the Neighborhood Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Lot or Unit or has the right to submit the Additional Property to this Declaration, Declarant shall have an alienable, transferable and perpetual right and easement to have access, ingress and egress to the Common Areas and the Neighborhood Common Areas and improvements thereof for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Property to the use of the Common Areas and the Neighborhood Common Areas.

7.3. Easement for Utilities and Public Services; Disclaimers as to Electrical and Water Transmission Lines.

7.3.1. There is hereby reserved for the benefit of Declarant, the Little Harbor POA and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from, Hillsborough County, Florida, SWFWMD, the CDD, or any other public authority or agency, public service district, public or private utility, upon, over, under and across: (i) all or any portion of the Common Areas or the Neighborhood Common Areas; (ii) all portions of the Neighborhoods on which improvements are not constructed or erected; and (iii) those portions of all Lots and all Units as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining and using any cable television, Telecommunications Systems, Community Control Program system, and all utilities, including, but not limited to, storm sewers, drainage systems and retention ponds and facilities for the Property or any portion thereof, and electrical, gas, telephone, water and sewer lines, provided that such easements shall not unreasonably affect the developability of any such Lot or Unit. Such easements may be granted or accepted by Declarant, or by the Board of Directors; provided, however, that for so long as Declarant owns

any Lot or Unit primarily for the purpose of sale, the Board of Directors must obtain the written consent of Declarant prior to granting and/or accepting any such easements. To the extent possible, all utility lines and facilities serving the Property and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Property so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities; (ii) to cut and remove any trees, bushes or shrubbery; (iii) to grade, excavate or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems; provided, however, that to the extent practicable, Declarant and/or the Board of Directors shall endeavor to obtain an undertaking from such utility company or other supplier or servicer to take reasonable actions to repair any damage caused by such utility company or other supplier during the exercise of any rights conveyed under any easement granted hereunder; provided, however, that Declarant, the Little Harbor POA and the Board shall have no liability therefor.

7.3.2. Declarant hereby grants to the County Sheriff or County Fire Rescue and any other relevant governmental authority or agency, as shall from time to time have jurisdiction over the Property with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Areas and the Neighborhood Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Property as shall be required or appropriate from time to time by such governmental authorities under applicable law.

7.4. Easements for the Little Harbor POA.

7.4.1. There is hereby reserved a general right and easement for the benefit of the Little Harbor POA, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Little Harbor POA and any employees of such manager, to enter upon any Lot, Unit or Neighborhood or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, Occupant or Neighborhood Association of the Lot, Unit or Neighborhood directly affected thereby.

7.4.2. Easements for, and for access to and from, the Surface Water Management System Facilities, are granted to the Little Harbor POA and its successors, the CDD, Club Owner and Declarant as shown on all recorded plats for the Property or as may otherwise be installed from time to time. Within these easement areas no structure, planting or other material other than sod, shall be placed or permitted to remain (unless installed by Declarant) which may interfere with such installation and maintenance or which may obstruct or retard the flow of water through drainage channels. The foregoing easements shall cover all lakes and drainage easements located anywhere within the Property.

7.4.3. Easements for the installation and maintenance of sod and other landscaping of swales and other areas are hereby granted to the Little Harbor POA, CDD, and Declarant, within all public or private roads and road rights-of-way and as shown on all recorded plats for the Property. Within these easement areas, the Little Harbor POA, CDD, and

Declarant may install and maintain sod and such other landscaping as the Little Harbor POA, CDD, or Declarant deem necessary or appropriate. The Little Harbor POA, CDD, and Declarant shall have access to all Lots, Units and Neighborhoods for the purpose of the operation and maintenance of such landscape easements.

7.4.4. Easements for the installation and maintenance of streetlights are hereby granted to the Little Harbor POA, Declarant, and the CDD, within all public or private roads and road rights-of-way and as shown on all recorded plats for the Property. Within these easement areas, the Little Harbor POA, Declarant or CDD may install and maintain streetlights and related apparatus as the Little Harbor POA, Declarant, or CDD deems necessary or appropriate. The Little Harbor POA, Declarant, and the CDD shall have access to all Lots, Units and Neighborhoods for the purpose of the operation and maintenance of such street light easements.

7.5. Sale, Resale, and Leasing Easement; Construction Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself and its designees, and creates an easement in favor of Vacation Rental Management Company and Club Owner, and their directors, officers, agents, employees, designees and invitees, over, upon, across, and under Little Harbor Community as may be required in connection with the development of Little Harbor Community and other lands designated by Declarant and to promote or otherwise facilitate the development, construction, sale, resale, marketing and/or leasing of Units, the Club, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Little Harbor Community for vehicular and pedestrian ingress and egress to and from construction sites and for marketing, sale, resale and leasing activities and the construction and maintenance of any Telecommunication System provided by Declarant as service provider. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the CDD Property, the Common Areas and the Neighborhood Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the CDD Property, the Common Areas and the Neighborhood Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such CDD Property, Common Areas and Neighborhood Common Areas shall be deemed ordinary maintenance of the Little Harbor POA payable by all Owners as part of the Common Expenses. Without limiting the foregoing, at no time shall Declarant Vacation Rental Management Company or Club Owner be obligated to pay any amount to the Little Harbor POA on account of their use of the CDD Property, the Common Areas and the Neighborhood Common Areas. Declarant and Vacation Rental Management Company intend to use the CDD Property, the Common Areas and the Neighborhood Common Areas for sales, resales and leasing of new and used Units. Further, Declarant, Vacation Rental Management Company and Declarant's designees may market other residences and commercial properties developed by Declarant, but located outside of Little Harbor Community from Declarant's sales, resales and leasing facilities located within Little Harbor Community. Declarant, Vacation Rental Management Company, and their directors, officers, agents, employees and designees, shall have the right to use all portions of the Common Areas and the Neighborhood Common Areas in connection with its sales, resales, leasing and marketing activities, including, without limitation, allowing members of the general public to inspect model Units, installing signs and displays, holding promotional parties and picnics, and using the CDD Property, the Common Areas and the Neighborhood Common Areas for every other type of promotional, sales or leasing activity that may be employed in the

marketing of new and used residential Units. The easements created by this Section, and the rights reserved herein in favor of Declarant, Vacation Rental Management Company, Declarant's designees, and Club Owner shall be construed as broadly as possible and supplement the other rights of such parties set forth in this Declaration. At no time shall Declarant, Vacation Rental Management Company, Declarant's designees, or Club Owner incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

7.6. Easement for Additional Property. There is hereby reserved in Declarant for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for: (i) pedestrian and vehicular ingress, egress and parking, across, within, and on all Roads, sidewalks, the boardwalks and parking facilities, from time to time located within the Common Areas or the Neighborhood Common Areas or within easements serving the Common Areas or the Neighborhood Common Areas; (ii) the installation, maintenance, repair, replacement and use within the Common Areas or the Neighborhood Common Areas and those portions of Lots, Units and Neighborhoods encumbered pursuant to Section 7.3 hereof, of Community Control Program systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical, gas, telephone, water, sewer and Telecommunication Services system lines; and (iii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time thereon.

7.7. Maintenance Easement. Subject to the terms of Section 6.1 hereof, there is hereby reserved for the benefit of Declarant, the Little Harbor POA and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Unit or Neighborhood for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant or the Little Harbor POA to perform any such actions.

7.8. Easements for Encroachments. Declarant hereby grants an easement for encroachment in the event any improvements upon the Common Areas or the Neighborhood Common Areas now or hereafter encroaches upon a Unit, or in the event that any Unit now or hereafter encroaches upon the Common Areas or the Neighborhood Common Areas or upon another Unit, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Surface Water Management System Facilities, the Conservation Areas or the Wetland Mitigation Areas without the written consent of the SFWMD, the CDD or any other governmental agency, as applicable. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, Occupant or the Little Harbor POA.

7.9. Easement for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon any waterbodies or wetlands located within the Common Areas to (i) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Common Areas; (ii) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (iii) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. There is further reserved herein for the benefit of Declarant, and its designees, and granted to the Little Harbor POA, for itself and its designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Areas and Units (but not the dwellings thereon) adjacent to or within fifty (50) feet of the waterbodies within the Property, in order: (a) to temporarily flood and back water upon and maintain water over such portions of the Property; (b) to fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the waterbodies and wetlands within the Common Areas; (c) to maintain and landscape the slopes and banks pertaining to such waterbodies and wetlands; and (d) to enter upon and across such portions of the Property to the extent reasonably necessary for the purpose of exercising its rights under this Section. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural disasters.

7.10. Easements for Stormwater Drainage and Retention. Each portion of the Property is hereby subjected to a non-exclusive easement appurtenant to and for the benefit of each other portion of the Property for the purpose of stormwater drainage and runoff in accordance with the master drainage plan established by Declarant for the Property, which easement shall include, but shall not be limited to, the right to tie in to existing stormwater drainage facilities and to divert stormwater runoff from each Unit into such stormwater drainage facilities at such points and in such manner as approved by Declarant, and for the flow of stormwater runoff over the Property to such points and from such points through the stormwater drainage facilities into wetlands, ponds, or other retention facilities within or outside the Property. The foregoing easements shall be subject to any and all restrictions regarding quantity, rate and quality of discharge which Declarant may hereafter impose or which may be imposed on the Property, Declarant or any Owner by any governmental entity having jurisdiction.

7.11. Creation of Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Little Harbor POA as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the Owners and Members hereby designate Declarant and the Little Harbor POA (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' or Members' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited.

7.12. Club Easements. A non-exclusive perpetual easement shall exist in favor of Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and Neighborhood Common Areas and portions of Little

Harbor Community necessary for ingress, egress, access to, and for the construction, operation, maintenance and/or repair of, the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all Club Members shall be given access to the Club on the same basis as Owners, but without any charge therefor (by way of Assessments or otherwise).

7.13. Resort Lot Owner Easements. A non-exclusive perpetual easement shall exist in favor of Resort Lot Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and Neighborhood Common Areas and portions of Little Harbor Community necessary for ingress, egress, access to, and for the construction, operation, maintenance and/or repair of, the Resort Lot.

ARTICLE VIII. SURFACE WATER MANAGEMENT SYSTEM FACILITIES

8.1. Maintenance of Surface Water Management System Facilities. The Little Harbor Community is subject to permits issued by the Southwest Florida Water Management District ("SWFWMD") (as may be amended or modified from time to time) for the Surface Water Management System Facilities. Copies of the SWFWMD permit and any future SWFWMD actions shall be maintained by the CDD. The CDD is responsible for maintenance, repair and replacement of the Surface Water Management System Facilities in perpetuity. Portions of the Surface Water Management System Facilities constructed by Declarant shall be maintained by the CDD, such as roads/streets, curbing, the exfiltration system within the roads/streets and drainage easement areas within the Property. Accordingly, certain parcels of real property within the Property have or will be dedicated or conveyed, in fee or by easement to the CDD for stormwater retention, drainage, streets and/or roads. The Surface Water Management System Facilities shall cover surface water drainage throughout the Property, including but not limited to regular and storm drainage on dedicated streets and other rights of way, canal drainage, and such other requirements as may be imposed by the SWFWMD. In addition, in the event that a drainage swale is constructed upon any Lot, for the purpose of managing and containing the flow of excess surface water, the owner of such Lot, including builders, shall be responsible for the maintenance, operation and repair of the drainage swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow a drainage swale to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SWFWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in a drainage swale is prohibited. No alteration of a drainage swale shall be authorized and any damage to a drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the damaged drainage swale shall be returned to its former condition as soon as possible by the Owner of the Lot upon which the drainage swale is located.

8.2. Owner Responsibility. It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure, to comply with the construction plans for the Surface Water Management System Facilities pursuant to Chapter 40D-4, F.A.C., approved and on file with the SWFWMD ("SWFWMD Plans"), as well as all other governmental regulations. All Owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the SWFWMD Plans. If the constructed flow path is disturbed or modified, the Little Harbor POA has the authority to enter the Lot and reconstruct the intended flow pattern and assess the Owner for the expense therefor. No Owner shall remove native

vegetation (including cattails) that becomes established within the wet detention ponds abutting such Owner's Lot. Removal includes, without limitation, dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention pond to the SWFWMD. Existing and mature native shrubs in any conservation buffer zone associated with a wetland and landward of any waterbody shall be maintained by the Owner. Any removal or trimming of such vegetation is subject to the prior approval of the SWFWMD. No Owner shall construct or alter any portion of the Surface Water Management System Facilities on his or her Lot without the prior approval of the SWFWMD.

8.3. Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, NOR THE LITTLE HARBOR POA, NOR THE CLUB, NOR THE RESORT LOT OWNER, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE OR BOARD MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES"), SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN THE MARINA OR ANY OTHER WATER BODY WITHIN OR NEAR THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN WATER BODIES WITHIN OR IN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS AUTHORIZED BY THE APPLICABLE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PERMIT. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY SAID PERMIT, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED FROM THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY WATER BODIES, EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION; (iii) DECLARANT, THE LITTLE HARBOR POA, THE CLUB, THE RESORT LOT OWNER, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR

OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE, TREES, PLANTS OR OTHER MATERIALS MAY INHABIT OR ENTER INTO THE WATER BODIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE, VEGETATION OR OTHER MATERIALS.

8.4. Indemnification.

8.4.1. Each Owner shall severally indemnify, defend and hold the CDD, Declarant, the Club, Resort Lot Owner and the Little Harbor POA harmless from and against any and all costs, expenses, liabilities, fines, penalties and clean-up costs incurred by the CDD, Declarant, the Club, Resort Lot Owner or the Little Harbor POA, as applicable, as a result of any damage or alteration to the Surface Water Management System Facilities or Marina caused by such Owner, or any unlawful discharge of such Owner into the Surface Water Management System Facilities or Marina. In the event any damage to the Surface Water Management System Facilities or Marina by an Owner is not reimbursed by such Owner upon demand, the Little Harbor POA and applicable Neighborhood Association shall, upon written request of the CDD, Declarant, Resort Lot Owner or Little Harbor POA levy and assess an Individual Assessment against such Owner to cover the cost incurred by the CDD, the Little Harbor POA, the Club, Resort Lot Owner or Declarant in correcting such damage, alteration or unlawful discharge, and shall pay over the amount thereof to the CDD, Declarant, Resort Lot Owner or Little Harbor POA, as applicable.

8.4.2. Each Neighborhood Association shall severally indemnify, defend and hold the CDD, Declarant, Resort Lot Owner, the Club and the Little Harbor POA harmless from and against any and all costs, expenses, liabilities, fines, penalties and clean-up costs incurred by the CDD, Declarant, Resort Lot Owner, the Club, or the Little Harbor POA, as applicable, as a result of any damage or alteration to the Surface Water Management System Facilities or the Marina caused by such Neighborhood Association, or its authorized agents, contractors or employees, or any unlawful discharge of such Neighborhood Association, or its authorized agents, contractors or employees, into the Surface Water Management System Facilities or the Marina. In the event any damage to the Surface Water Management System Facilities or the Marina by a Neighborhood Association is not reimbursed by such Neighborhood Association upon demand, the Little Harbor POA shall, upon written request of the CDD, Declarant, Resort Lot Owner or Little Harbor POA, levy and assess an Individual Assessment against all Owners within such Neighborhood to cover the cost incurred by the CDD, the Little Harbor POA, the Club, Resort Lot Owner or Declarant in correcting such damage, alteration or unlawful discharge, and shall pay over the amount thereof to the CDD, Declarant, Resort Lot Owner, the Club or Little Harbor POA as applicable.

8.5. Construction Activities. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. 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 Surface Water Management System Facilities. No vegetation in a Wetland Mitigation Area or a wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by the SWFWMD may be conducted without specific written approval from the SWFWMD.

8.6. Amendments. Any amendment of this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities, including the Conservation Areas and the Wetland Mitigation Areas, shall have the prior written approval of the CDD and SWFWMD.

ARTICLE IX. WETLAND MITIGATION AREAS AND CONSERVATION AREAS

9.1. Wetland Mitigation Areas and Conservation Areas; Maintenance and Protection. Portions of the Property may be designated and dedicated as Wetland Mitigation Areas or Conservation Areas. Certain Lots may be adjacent to such Wetland Mitigation Areas or Conservation Areas. The Wetland Mitigation Areas and Conservation Areas may be described in any permits, plans, and ordinances issued by SWFWMD, the CDD, and United States Army Corps of Engineers, or any applicable governmental agencies ("Permits"). The Permits may set forth various use, protection, and other restrictions respecting the Property. Representatives of all appropriate governmental agencies shall have the right to enter and monitor such portions of the Property. The CDD shall be responsible for the operation, maintenance and monitoring of such Wetland Mitigation Areas and Conservation Areas and shall bear the costs of all maintenance expenses on such portions of the Property unless such responsibility is assumed by the Little Harbor POA, in which event the costs of such maintenance shall be assessed to the Members as a Common Expense.

9.2. Conservation Easement. The Little Harbor POA acknowledges and shall enforce any use restrictions placed on any Conservation Easement. The Conservation Areas shall be the perpetual responsibility of the CDD and may in no way be altered from their natural or permitted state. These use restrictions, if any, may be defined on the Permits, the recorded Conservation Easement(s) and the plats associated with the Property. Activities prohibited within the Wetland Mitigation Areas and Conservation Areas, except as otherwise permitted by the CDD and approved by SFWMD, include but are not limited to, the following:

- (i) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (ii) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

- (iii) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a governmentally approved maintenance plan;
- (iv) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- (v) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition, and which receive prior governmental approval. Access to the Wetland Mitigation Areas by foot or vehicle is prohibited. Pets are prohibited within the Wetland Mitigation Areas and the Conservation Areas;
- (vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; or diking; or fencing;
- (vii) Acts or uses detrimental to retention of land or water areas;
- (viii) Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

9.3. Wetland Mitigation Monitoring. The Little Harbor POA understands that mitigation monitoring may be required as a condition of any applicable governmental agency permits and that upon completion of the construction phase, Declarant shall transfer its rights and obligations under any such permits to the CDD or the Little Harbor POA. The Little Harbor POA fully understands that if the permits are transferred to the Little Harbor POA it will be the Little Harbor POA's responsibility to complete all the conditions associated with mitigation monitoring and maintenance successfully. Maintenance of the Wetland Mitigation Areas (nuisance removal) shall be performed in perpetuity.

9.4. Dedication of Wetland Mitigation Areas and Conservation Areas. The Wetland Mitigation Areas and Conservation Areas are to be dedicated and/or conveyed to the CDD for the construction, operation and maintenance of such areas. The Little Harbor POA may enter into certain agreements with the CDD to provide the maintenance and upkeep of Wetland Mitigation Areas and Conservation Areas as part of the Common Areas. All such expenses incurred by the Little Harbor POA in doing so shall be deemed to be Common Expenses.

ARTICLE X. ADMINISTRATION

10.1. Common Areas. The Little Harbor POA, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

10.2. Control by Declarant. Except to the extent otherwise required by the provisions of the laws of Florida relating to nonprofit corporations, this Declaration, the Bylaws or the

Articles of Incorporation, the powers herein or otherwise granted to the Little Harbor POA may be exercised by the Board of Directors, acting through the officers of the Little Harbor POA, without any further consent or action on the part of the Owners. As provided in Section 14.1 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Property, Declarant shall have the right to appoint or remove any member or members of the Board of Directors and any officer or officers of the Little Harbor POA, without the necessity of a vote at an annual meeting, until such time as the first of the following events shall occur ("Turnover"): (i) the date three months after ninety percent (90%) of the Lots in the Property have been conveyed to Members; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Little Harbor POA by an express amendment to this Declaration executed and recorded by Declarant. Further, so long as Declarant owns at least five percent (5%) of the Lots or Units in Little Harbor Community, Declarant shall have the right to appoint one Director. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Unit, vests in Declarant such authority to appoint and remove directors and officers of the Little Harbor POA as provided by this Section 10.2 and by Section 14.1.

10.3. Duties and Powers. The duties and powers of the Little Harbor POA shall be those set forth in the provisions of the laws of Florida relating to nonprofit corporations, this Declaration, the Bylaws and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Little Harbor POA; provided, however, that if there are conflicts or inconsistencies between the laws of Florida, this Declaration, the Bylaws or the Articles of Incorporation, the provisions of the laws of Florida, this Declaration, the Articles and the Bylaws, in that order, shall prevail, and each Owner of a Lot or Unit by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Little Harbor POA may exercise any other right or privilege given to it expressly by this Declaration, the Club Plan or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Notwithstanding the foregoing provisions of this Section 10.3 or any other provision of this Declaration to the contrary, for so long as Declarant shall own any Lot or Unit, the Little Harbor POA shall not, without the consent of Declarant, borrow money or pledge, mortgage or hypothecate all or any portion of the Common Areas.

10.4. Agreements. Subject to the prior approval of Declarant for so long as Declarant owns a Lot or Unit, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, and all others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property; and in performing its responsibilities hereunder, the Little Harbor POA, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Little Harbor POA as may be determined by the Board of Directors. In furtherance of the foregoing, and not in limitation thereof, the Little Harbor POA may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Little Harbor POA shall deem necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Little Harbor POA or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be Common Expenses. During the term of such management

agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Little Harbor POA, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers or Members of the Little Harbor POA by this Declaration or the Bylaws. Such manager may be an individual, corporation or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Little Harbor POA may pay for, and the Board of Directors may hire and contract for, such legal and accounting and other professional or consulting services as are necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Bylaws or the Rules and Regulations of the Little Harbor POA.

10.5. Insurance and Casualty Losses.

10.5.1. The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect property insurance, in such form as the Board deems appropriate, for the benefit of the Little Harbor POA and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

10.5.2. The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Little Harbor POA, its Members, Owners, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

10.5.3. The Board or its duly authorized agents shall have the authority and may obtain (i) workers' compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

10.5.4. The Board or its duly authorized agents shall have the authority and may obtain officers' and directors' insurance, if available at reasonable cost, as determined by the Board of Directors in their sole and absolute discretion.

10.5.5. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Little Harbor POA as trustee for each of the Owners and costs of all such coverage shall be a Common Expense and/or Neighborhood Expense. Exclusive authority to adjust losses under policies obtained by the Little Harbor POA and hereafter in force with respect to the Property shall be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.5.6. It shall be the individual responsibility of each Owner at his or her own expense to provide public liability, property damage, title and other insurance with respect to

his or her own Lot or Unit. The Board of Directors may require all Owners and/or Neighborhood Associations to carry public liability and property damage insurance with respect to their respective Lots or Units and property owned by a Neighborhood Association and to furnish copies or certificates thereof to the Little Harbor POA evidencing continuing coverage from time to time. Notwithstanding the foregoing, Declarant shall not be required to maintain insurance on Lots or Homes owned by Declarant.

10.5.7. Damage or Destruction to Common Areas. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Little Harbor POA, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article X, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within ninety (90) days following any damage or destruction to all or a part of the Common Areas, Declarant, prior to Turnover, together with at least seventy-five percent (75%) of the total vote of the Little Harbor POA, shall otherwise agree, the Little Harbor POA shall restore or replace such damaged Common Areas. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote by the Members, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a Special Assessment shall be levied against the Owners equally in the same manner as annual Assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Little Harbor POA under and by virtue of such assessments shall be held by and for the benefit of the Little Harbor POA together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Little Harbor POA in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Little Harbor POA. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Little Harbor POA, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe, and sightly condition.

10.5.8. Damage or Destruction to Neighborhood Common Areas. In the event of damage or destruction by fire or other casualty to any Neighborhood Common Areas, such Neighborhood Association shall, unless otherwise agreed to in writing by the Little Harbor POA, repair or rebuild such Neighborhood Common Areas to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration. All such work or repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion. In the event the Neighborhood Association has failed or refused to discharge properly obligations set forth in this Section, the Little Harbor POA

shall have the right, but not the obligation, to perform such obligations and assess all Owners within such Neighborhood for the costs associated therewith.

10.5.9. Damage or Destruction to Lots or Units. In the event of damage or destruction by fire or other casualty to any Lots or Units, and in the further event that either the Owner of such Lot or Unit elects not to repair or rebuild the damaged or destroyed Lot or Unit, such Owner making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Unit in a clean, orderly, safe, and sightly condition. Should such Owner elect to repair or rebuild such Lot or Unit, such Owner shall repair or rebuild such Lot or Unit to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration. All such work or repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion. In the event any Owner has failed or refused to discharge properly obligations set forth in this Section, the Little Harbor POA shall have the right, but not the obligation, to perform such obligations and assess such Owner for the costs associated therewith.

10.6. Personal Property and Real Property. The Little Harbor POA, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Little Harbor POA and the proceeds thereof, after deducting therefrom the costs incurred by the Little Harbor POA in acquiring or selling the same, shall be held by and for the benefit of the Little Harbor POA. The undivided interests of the Owners in the funds and assets of the Little Harbor POA cannot be individually assigned, hypothecated or transferred in any manner.

10.7. Rules and Regulations. As provided in Article V hereof, the Little Harbor POA, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Lots, Units, Neighborhoods, Common Areas and Neighborhood Common Areas, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration.

10.8. Indemnification. The Little Harbor POA shall indemnify and hold harmless every officer or director of the Little Harbor POA and member of the ARB against any and all expenses, including court costs and reasonable attorneys' fees, reasonably incurred by or imposed upon any current or former officer or director of the Little Harbor POA and member of the ARB in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director of the Little Harbor POA or member of the ARB. The officers or directors of the Little Harbor POA and members of the ARB shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Little Harbor POA (except to the extent that such officers or directors may also be Owners or Members of the Little Harbor POA), and the Little Harbor POA shall indemnify and forever hold each such officer, director and member of the ARB free and harmless, against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of

the Little Harbor POA or member of the ARB, or former officer, director or member may be entitled. Such indemnification shall continue as to a person who has ceased to be a director, officer, member of the ARB, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such a person. An adjudication of liability shall not affect the right to indemnification for those indemnified. The Little Harbor POA shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

ARTICLE XI. ASSESSMENTS

11.1. Purpose of Assessments. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, welfare, common benefit and enjoyment of the Owners and Occupants of the Property, and maintaining the Property and improvements therein, all as may be authorized in this Declaration, the Articles, the Bylaws and as may otherwise be determined from time to time by the Board of Directors.

11.2. Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot or Unit by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Little Harbor POA: (i) annual Assessments, such Assessments to be established and collected as provided in Section 11.3 hereof; (ii) Special Assessments, such Assessments to be established and collected as provided in Section 11.4 hereof; (iii) Individual Assessments against any particular Lot or Unit which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot or Unit in accordance with Article XIII hereof; and (iv) any other Assessment. Any such Assessment, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, and court costs and attorneys' fees incurred to enforce or collect such Assessment, shall be an equitable charge and a continuing lien upon the Lot or Unit, the Owner of which is responsible for payment. Each Owner shall be personally liable for Assessments coming due while he or she is the Owner of a Lot or Unit, and his or her grantee shall take title to such Lot or Unit subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his or her grantor any amounts paid by such grantee therefor. Any purchaser of a Lot or Unit through a Foreclosure sale shall thereafter be subject to all future Assessments. In the event of co-ownership of any Lot or Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, provided that unless otherwise provided by the Board, at any time and from time to time, the annual Assessments shall be paid in one annual installment.

11.3. Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the Little Harbor POA's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year. The Board shall cause the budget and the proposed total of the annual Assessments to be levied against Lots and Units for the following year to be delivered in accordance with this Declaration to each Owner at least fifteen (15) days prior to such meeting. The budget and the annual Assessments shall become effective unless disapproved at the annual meeting by either (i) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Little Harbor

POA, or (ii) a vote of a majority of the votes of the Little Harbor POA (provided that a minimum vote of fifty-one percent (51%) of all the votes of the Little Harbor POA shall be required to disapprove the budget). If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Little Harbor POA for the approval of a Special Assessment as provided in Section 11.4 hereof. Except as provided in Section 11.9, each Lot shall be subject to annual Assessments based upon an equal allocation among every Lot and Unit. Any allocated or shared cost or expense will be allocated as determined by the Little Harbor POA, and the determination by the Little Harbor POA will be dispositive. In the event of any dispute between or among Owners as to the propriety or amount of any expense incurred by the Little Harbor POA or one or more Owners for (or purportedly for) the benefit of such Owner(s) and one or more other Owners, and/or the proper amount of such expense to be allocated to each benefited Owner, and/or the identity of the Owners benefited by such cost or expense, such dispute may be referred to the Little Harbor POA by any party to the dispute, and the decision of the Little Harbor POA with respect to such dispute will be dispositive and binding upon all Owners and other persons or entities affected thereby. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year subject to a maximum twenty percent (20%) increase in each line item of the preceding year's budget.

The budget may include, without limitation, the following listed line items:

- (a) All expenses necessary to meet the Little Harbor POA's responsibility to maintain the Common Areas in accordance with the requirements of this Declaration. Including, by way of illustration and not as limitation, such Common Area expenses as: maintenance of the Surface Water Management System Facilities, irrigation and irrigation maintenance, grass cutting, trimming and other landscaping maintenance, fertilizing, pest control and the like, park maintenance, street light maintenance, and sidewalk and boardwalk maintenance, all in a manner consistent with the Community-Wide Standard.
- (b) All charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including, without limitation, all charges for water, electricity, telephone, sewer, cable television, and any other type of utility or service charge.
- (c) The premiums on any policy or policies of insurance required under this Declaration, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Little Harbor POA.
- (d) The costs of administration for the Little Harbor POA, including any secretaries, bookkeepers, club manager and other employees necessary to carry out the obligations and covenants of the Little Harbor POA under this Declaration, including the collection of sums owed by a particular Lot. In addition, the Little Harbor POA may retain a managing company or contractors to assist in the operation of the Little Harbor POA and to perform or assist in the performance of certain obligations of the Little Harbor POA hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Little Harbor POA's expense.

(e) The costs of security for the Little Harbor POA, including any security personnel and electronic gate security.

(f) All taxes levied or assessed upon the Common Areas by any and all taxing authorities, including all taxes, charges and assessments, impositions and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Areas, including any interest, penalties and other charges which may accrue on such taxes.

(g) All off property maintenance, including, without limitation, median landscaping, as required by the County or other governmental authority.

(h) Any charges, including, without limitation, sales tax, for alarm services provided to Units ("Bulk Alarm Assessments"). Notwithstanding the foregoing, all equipment and related items to Bulk Alarm Assessments shall be maintenance expenses of each Owner.

(i) Any charges, including, without limitation, sales tax and franchise fees, for cable services provided to Units ("Bulk Cable Assessments").

(j) Any charges for Telecommunications Services, including without limitation, telephone service and Internet access service provided to Units.

11.4. Special Assessments. In addition to the annual Assessments authorized above, the Little Harbor POA, acting through its Board of Directors, may levy, in any Assessment year, Special Assessments for Common Expenses, applicable to that year only, provided that any such Assessment shall be approved (i) by Declarant, for so long as Declarant owns any Lot or Unit; and (ii) by a majority of the votes of the Members of the Little Harbor POA who are voting at a meeting duly called for this purpose. The Board of Directors may make such Special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

11.5. Individual Assessments. Any expenses of the Little Harbor POA arising out of either or both of the following events shall be specially assessed against the appropriate Neighborhood and/or Owner(s) and their respective Lots or Units: (i) any expenses occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner; and (ii) any expenses arising out of the provision by the Little Harbor POA or Declarant of maintenance service under Section 6.1. By way of example and not of limitation, Individual Assessments may include fines assessed as set forth in Article XIII hereof and costs if one or more Owners receive Telecommunications Services such as Toll Calls, Basic Service, Expanded Basic Service, Premium Channels, Internet access services and/or Data Transmission Services, and the Little Harbor POA pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. The Individual Assessments provided for in this Section 11.5 shall be levied by the Board of Directors and the amount and due date of such Assessments so levied by the Board shall be as specified by the Board.

11.6. Neighborhood and Community Expenses. Notwithstanding anything to the contrary contained herein, Assessments may be divided by the Board of Directors into several categories, as the Board of Directors may determine in its sole and absolute discretion. Without

limitation on the foregoing, the Board of Directors may determine in its sole discretion that certain expenses exclusively and directly benefit some but not all of the Neighborhoods ("Neighborhood Expenses"), in which event the Board of Directors may ratably allocate those Neighborhood Expenses only among those Neighborhoods that the Board of Directors determines are benefited thereby. These Neighborhood Expenses shall be ratably assessed to all Owners in the Neighborhood benefited by such Neighborhood Expense as provided in Section 11.3 subject to the limitations set forth therein. The Board of Directors may determine, in its sole discretion, that other expenses benefit all of the Neighborhoods and do not exclusively and directly benefit only one or a few Neighborhoods ("Community Expenses"). These Community Expenses shall be ratably assessed to all Owners as provided in Section 11.3, subject to the limitations set forth herein. Decisions by the Board of Directors as to whether expenses constitute Neighborhood Expenses or Community Expenses are final and binding, and not subject to revision.

11.7. Liens. All sums assessed against any Lot or Unit pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Unit in favor of the Little Harbor POA. Such liens shall be superior to all other liens and encumbrances on such Lot or Unit except only for (i) liens of ad valorem taxes, (ii) Club Dues, and (iii) liens for all sums unpaid on a first priority Institutional Mortgage or on any Mortgage to Declarant or its affiliates, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Assessments to the lien of such Mortgages shall only apply to such Assessments which have become due and payable prior to a Foreclosure. All other persons acquiring liens or encumbrances on any Lot or Unit after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

11.8. Effect of Nonpayment; Remedies of the Little Harbor POA.

11.8.1. Any Assessment of an Owner or any portion thereof which is not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of eighteen percent (18%) per annum. A lien and equitable charge as herein provided for each Assessment shall attach simultaneously as the same shall become due and payable, and if any installment of the Assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the Assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of eighteen percent (18%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Little Harbor POA may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Little Harbor POA, and each Owner, by his acceptance of a deed or other conveyance to a Lot or Unit, vests in the Little Harbor POA and its agents the right and

power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Little Harbor POA shall have the power to bid on the Lot or Unit at any Foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

11.8.2. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or the Neighborhood Common Areas, the Club or abandonment of his Lot or Unit, and an Owner shall remain personally liable for Assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot or Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Little Harbor POA or Board to take some action or perform some function required to be taken or performed by the Little Harbor POA or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Little Harbor POA, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

11.9. Date of Commencement of Annual Assessments; Declarant's Rights and Obligations. The annual Assessments provided for herein shall commence as to each Lot and Unit on the day on which such Lot or Unit is conveyed to a person other than Declarant and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual, Individual or Special Assessments on Lots or Units which it owns. For so long as Declarant has the authority hereunder to appoint and remove directors of the Little Harbor POA, Declarant shall have the option to either pay annual Assessments on Lots and Units owned by Declarant or fund any deficit which may exist between (i) the total amount of Assessments levied on all Lots or Units not owned by Declarant and (ii) the actual expenditures required to operate the Little Harbor POA during the fiscal year (not including the funding of any reserves); provided, however, that the annual budget, Assessments, and deficits, if any, shall be annually reviewed by Declarant and the Board of Directors, and during such period Declarant's obligation for funding deficits shall only be up to the amount of the Little Harbor POA's budget. Any surplus in funds held by or due to the Little Harbor POA shall be carried over from year to year so as to reduce Declarant's obligation to pay Assessments, and Declarant shall have no obligation to fund reserves if the Board of Directors creates such reserves. Upon Declarant no longer having the authority to appoint directors or officers of the Little Harbor POA, Declarant shall be obligated only to pay Assessments on Lots and Units owned by Declarant and shall have no obligation to fund any deficit as set forth above. Notwithstanding anything to the contrary contained herein, so long as Declarant controls the Little Harbor POA pursuant to Sections 10.2 and 14.1, Declarant shall have the right in its sole and absolute discretion to change the Assessments attributable to any portion of the Property at any time and from time to time, and Declarant shall have the additional right to designate portions of the Property to be exempt from assessment under this Article XI. Declarant's obligation hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The Little Harbor POA is specifically authorized to enter into subsidy contracts or contracts for "in kind"

contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Assessments.

11.10. Common Areas and Neighborhood Common Areas and Certain Other Property. Unless otherwise provided herein, no Common Areas or Neighborhood Common Areas hereunder shall be subject to assessment hereunder. Further, the foregoing exemption shall apply to any land owned by a public agency as long as such land is used for public purposes. In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of Declarant shall be final and conclusive.

11.11. Capital Contributions. Upon the initial acquisition of record title to a Lot or Unit from an Owner, and upon each and every subsequent conveyance (i.e., resale), such new Owner will contribute to the capital of the Little Harbor POA an amount equal to six (6) months of Assessments for the Lot or Unit for the year in which the new Owner acquired title ("Capital Contributions"). Such Capital Contributions shall be used to establish adequate reserve funds for replacement and/or capital refurbishment of the Common Areas, Surface Water Management System Facilities and the payment of other expenses in the amounts determined proper and sufficient by the Board, if any. Notwithstanding the foregoing intent, but rather as clarification and not limitation of the foregoing, the Little Harbor POA may use Capital Contributions to reimburse Declarant for certain capital expenses. Each Owner acknowledges and understands that Capital Contributions are the exclusive property of the Little Harbor POA as a whole, and that no Owner shall have any interest, claim or right to any such Capital Contributions or funds composed of the same. The Little Harbor POA shall be responsible for maintaining the Capital Contribution in a separate reserve account and to use such funds only for capital costs and expenses as aforesaid. Notwithstanding the above, Capital Contributions shall not be collected upon the transfer of title to a Lot or Unit from an Owner to (i) the Owner's spouse, individually or jointly with the Owner, (ii) the Owner's family trust, of which the Owner or the Owner's spouse is the primary beneficiary, or (iii) any business entity organized under the laws of the State of Florida or any other state and authorized to do business in the State of Florida in which the Owner, alone or with the Owner's spouse, owns one hundred percent (100%) of all interests in such entity.

11.12. Use of Reserves. Any Reserve Funds established by the Little Harbor POA from time to time, whether funded from annual Assessments or from Capital Contributions shall be used only for the purpose originally reserved for in the Little Harbor POA budget and may not be used by the Little Harbor POA for any other purpose, unless such other purpose is approved by a 75% vote of all votes in the Little Harbor POA. Notwithstanding the foregoing, the Board of Directors of the Little Harbor POA shall have the authority to utilize up to 20% of the amount reserved in any particular Reserve Fund for another capital purpose without the vote or the approval of the Members. For example, the Board of Directors would have authority to use up to 20% of the amounts reserved for road repairs for a drainage repair without requiring a vote of the Members. However, the Board of Directors shall not have the authority to use the Reserve Funds for Operating Expenses, or for any other purpose except upon the required vote of the Members of the Little Harbor POA.

11.13. Club Dues; Collection by Neighborhood Association. Notwithstanding anything in this Declaration to the contrary, Club Dues shall be paid in addition to Assessments; provided, however, that no Club Dues shall be paid by any Mortgagee (or its designee)

obtaining title to a Lot or Unit by virtue of foreclosure of its Mortgage on a Lot or Unit, by acceptance of a deed in lieu of foreclosure for a Lot or Unit, or in satisfaction of a debt, provided that each succeeding Owner shall be bound by, and his Lot or Unit subject to, the provisions of this Section. Club Owner may require any applicable Neighborhood Association to collect Club Dues on behalf of the Club, in which event such Club Dues shall be paid by the Neighborhood Association for each Owner in the Neighborhood to the Club. The Little Harbor POA may require any applicable Neighborhood Association to collect Assessments on behalf of the Little Harbor POA, in which event such Assessments shall be paid by the applicable Neighborhood Association for each Owner in the Neighborhood to the Little Harbor POA.

11.14. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Unit unless all sums due the Little Harbor POA have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. The Little Harbor POA shall prepare and maintain a ledger noting Assessments and Club Dues due from each Owner. The ledger shall be kept in the office of the Little Harbor POA, or its designees, and shall be open to inspection by Owner and Club Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Little Harbor POA a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to the Little Harbor POA expenses or Assessments.

11.15. Exemption. Notwithstanding anything to the contrary herein, neither Declarant, Club Owner, or Resort Lot Owner, nor any Unit or property owned by Declarant, Club Owner or Resort Lot Owner, shall (unless specified to the contrary by Declarant, Club Owner or Resort Lot Owner in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Little Harbor POA expenses. Declarant, at Declarant's sole option, may pay Assessments on Units owned by it.

ARTICLE XII. ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

12.1. Purpose. In order to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Lots, Units, Neighborhoods and any and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article XII. Every grantee of any interest in a Lot or Unit, and every Neighborhood Association, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article XII.

12.2. Restrictions Applicable to Buildings and Other Improvements.

12.2.1. Architectural Review Board.

12.2.1.1. The Board of Directors shall establish the Architectural Review Board, which shall consist of up to five (5) (but not less than three (3)) members, and who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Little Harbor POA, any members appointed by Declarant do not have to be Owners. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the Little Harbor POA. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the ARB by the Board shall be subject to the prior approval of Declarant until that date which is one (1) year from and after the date on which Declarant's right to appoint and remove officers and directors of the Little Harbor POA is terminated.

12.2.1.2. The ARB shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meeting. The ARB shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the ARB shall constitute the action of the ARB on any matter before it.

12.2.1.3. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the ARB in performing its functions set forth herein. Each member of the ARB may be paid a stipend or honorarium as from time to time determined by the Board. The ARB may establish fees sufficient to cover the expenses of reviewing applications, plans and related data, and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof.

12.2.2. Requirement of Architectural Review; Design Guidelines; Delegation of Authority.

12.2.2.1. No Unit or other improvements of any nature whatsoever shall be constructed, altered, added to or maintained upon any part of the Property, except for (i) Units and other improvements which are constructed by Declarant, (ii) such improvements as are approved by the ARB in accordance with this Article XII, or (iii) improvements which pursuant to this Article XII do not require the consent of the ARB, however all exterior architectural and landscaping changes must be approved by the ARB.

12.2.2.2. The ARB is hereby authorized to promulgate from time to time written architectural standards, policies and guidelines (the "Design Guidelines") governing the construction, location, color, landscaping and design

of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Section 12.2. The Design Guidelines may specify the required style, color, model, location or other attributes of outside fans, lighting or other exterior fixtures, decorations or adornments. Any such Design Guidelines published by the ARB shall be binding and enforceable on all Owners with respect to all improvements in the Property requiring the approval of the ARB.

12.2.2.3. The ARB shall have the right, in its sole and absolute discretion, to delegate its authority under Section 12.2 to a Neighborhood Association (or an architectural review board of a Neighborhood Association). Such Neighborhood architectural review board or Neighborhood Association shall provide the ARB with copies of all architectural review decisions made, together with copies of all information and supporting documentation reviewed in making such decision. Notwithstanding any such delegation under this Section 12.2.2.3, the ARB shall have the right to object to any architectural review decision made by any Neighborhood architectural review board or Neighborhood Association within ten (10) days after the ARB's receipt of an architectural review decision (and information and supporting documentation) from such Neighborhood architectural review board or Neighborhood Association. If the Architectural Review Board objects to any such architectural review decision, the Owner, no later than ten (10) days after written request by the ARB, shall submit a complete application to the ARB. In the event of any objection by the ARB, the decision of the Neighborhood architectural review board or Neighborhood Association shall be set aside, and the decision of the ARB shall be binding and final.

12.2.2.4. In the event the ARB elects to delegate its authority to a Neighborhood Association (or an architectural review board of a Neighborhood Association), such delegee shall have all the rights and duties of the ARB under Section 12.2 subject, however, to the terms of Section 12.2.2.3.

12.2.2.5. A Neighborhood Association (or an architectural review board of a Neighborhood Association) promulgating architectural or landscaping rules and regulations for a Neighborhood may make rules that are more restrictive, but not less restrictive, than those promulgated by the ARB. Such rules shall be in addition to (not in lieu of) those of the ARB. However, if the effect of any Neighborhood Association (or architectural review board of a Neighborhood Association) rule or regulation is to hinder, impede or obstruct the implementation of any ARB rule or regulation (in the sole and absolute discretion of the ARB) then the Neighborhood Association (or architectural review board of a Neighborhood Association) rule or regulation shall be null and void and the ARB rule or regulation shall prevail.

12.2.3. Construction of Improvements. No Unit may be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Unit is located have been completed, and a certificate of occupancy for such Unit has been issued. No temporary house, shack, tent, or other outbuilding shall be permitted on any Lot, or

within any Neighborhood at any time, except for temporary structures for construction or for social functions as may be permitted by Rules and Regulations promulgated by the Board. During the continuance of construction by an Owner or a Neighborhood Association, such Owner or Neighborhood Association shall require its contractors to maintain the Lot, Unit and Neighborhood in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers, and the construction site shall be kept secure by the use of temporary fences during construction. Upon completion of construction, such Owner or Neighborhood Association, as the case may be, shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot, Unit or Neighborhood on which such construction has been completed.

12.2.4. Architectural Approval. To preserve the architectural and aesthetic appearance of the Property, no construction of any Unit or other improvements of any nature whatsoever shall be commenced or maintained by any Owner or Neighborhood Association, other than Declarant, with respect to the construction or affecting the exterior appearance of any Unit or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mailboxes, decks, patios (or screening of same), courtyards, awnings, swimming pools, tennis courts, greenhouses, playhouses, doghouses, walls, fences, exterior lighting, recreational facilities, or other buildings, unless and until two (2) copies of the plans and specifications and related data showing the nature, color, type, shape, height, materials and location of the same shall have been submitted to and approved in writing by the ARB as to the compliance of such plans and specifications with such Design Guidelines as may be published by the ARB from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within its Unit that do not affect the exterior appearance, and a Neighborhood Association may make interior improvements or alterations within any Unit or structures which it owns or maintains that do not affect the exterior appearance, without the necessity of approval or review by the ARB. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Little Harbor POA. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect any Lot, Unit, Neighborhood or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with, the ARB shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the ARB fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications and all other materials with respect thereto as the ARB may request, shall have been submitted, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Property as set forth in this Declaration. Refusal of approval of plans and specifications may be based by the ARB upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

12.2.5. Landscaping Approval. To preserve the aesthetic appearance of the Property, no landscaping, clearing, grading, excavation or filling of any nature whatsoever shall be implemented and installed by any Owner or Neighborhood Association, other than

Declarant, unless and until the plans therefor have been submitted to and approved in writing by the ARB. The provisions of Section 12.2.4 regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc., shall also be applicable to any proposed landscaping, clearing, grading, excavation or filling. No Owner or Neighborhood Association, other than Declarant, shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of four (4) inches or more at any point above ground level, without obtaining the prior approval of the ARB, except as set forth in the preceding sentence, and provided further that dead or diseased shrubs, bushes or other vegetation, shall be cut and removed promptly from any Lot, Unit or Neighborhood by the Owner of such Lot or Unit or the Neighborhood Association for such Neighborhood, as the case may be.

12.2.6. Disclaimer as to Architectural Review Board; Approval Not Guarantee. NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF STANDARDS SHALL BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS, SPECIFICATIONS OR STANDARDS WILL, IF FOLLOWED, RESULT IN PROPERLY DESIGNED OR CONSTRUCTED IMPROVEMENTS. SUCH APPROVALS AND STANDARDS SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY RESIDENTIAL UNIT OR OTHER IMPROVEMENT BUILT IN ACCORDANCE THEREWITH WILL BE BUILT IN A GOOD AND WORKMANLIKE MANNER. NEITHER DECLARANT, THE LITTLE HARBOR POA NOR THE ARB SHALL BE RESPONSIBLE OR LIABLE FOR ANY DEFECTS IN ANY PLANS OR SPECIFICATIONS SUBMITTED, REVISED OR APPROVED PURSUANT TO THE TERMS OF THIS ARTICLE XII, ANY LOSS OR DAMAGE TO ANY PERSON ARISING OUT OF THE APPROVAL OR DISAPPROVAL OF ANY PLANS OR SPECIFICATIONS, ANY LOSS OR DAMAGE ARISING FROM THE NONCOMPLIANCE OF SUCH PLANS AND SPECIFICATIONS WITH ANY GOVERNMENTAL ORDINANCES AND REGULATIONS, OR ANY DEFECTS IN CONSTRUCTION UNDERTAKEN PURSUANT TO SUCH PLANS AND SPECIFICATIONS.

12.2.7. Building Restrictions. All buildings and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies.

12.2.8. Service Yards. Each Neighborhood Association and each Owner of a Lot or Unit not located within a Neighborhood shall provide visually-screened areas to serve as service yards in which garbage receptacles, wood piles, gas and electric meters, pool equipment, air conditioning equipment and other outdoor equipment shall be located. Vehicles, materials, supplies and equipment which are stored outside by Owners or Neighborhood Associations must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall consist of either fencing or landscaping and planting and shall be at a height and type which is approved by the ARB in accordance with the terms of this Article XII.

12.2.9. Exterior Appearance. All fences shall be subject to the standards published by the ARB and shall be approved by the ARB prior to installation. All draperies, curtains, shades, or other window coverings installed in a Unit which are visible from the

exterior of a Unit shall be of a quality and shall have an appearance which is consistent with the Community-Wide Standard. The ARB shall have the right, in its sole discretion, to (i) require the use of particular styles, types or colors of window shades, and/or (ii) require the removal and replacement of any window covering if said Community-Wide Standard is not met. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted without the approval of the ARB. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained unless screened completely from view on all sides from all adjoining properties, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall. No projections of any type shall be placed or permitted to remain above the roof of any improvement except approved chimneys or vent stacks.

12.2.10. Signs. No signs (including contractor, brokerage or for sale/lease signs), flags, banners or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any improvements or other items located within the Property, or elsewhere on or about any portion of the Property. The ARB may establish reasonable restrictions regarding the display of the American flag. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the ARB and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 12.2.10 shall not apply to Declarant. In addition, the Board of Directors, on behalf of the Little Harbor POA, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas or the Neighborhood Common Areas and within those easement areas established in Section 7.5.

12.2.11. Antennas. No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a Unit or other structure or if outside, completely screened from view, without the approval of the ARB; nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot, Unit or Neighborhood which may unreasonably interfere with the reception of television or radio signals within the Property; provided, however, that Declarant and the Little Harbor POA shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Property.

12.2.12. Additional Items Requiring the Prior Approval of the ARB. Without in any matter limiting the generality of any other provision in Section 12.2, the following items must be approved in advance by the ARB:

- (a) All flagpoles and other similar items;
- (b) Lawn ornaments, exterior sculpture, fountains and other similar items;
- (c) Mailboxes, paperboxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material;
- (d) Swimming pools;

- (e) Bicycle racks or stands;
- (f) Outdoor lighting.

12.3. General Restrictions.

12.3.1. Septic Tanks. No septic tanks, cesspools or similar sewage facilities or oil tanks shall be or may be installed on the Property. No bottle gas tanks or soft water tanks may be installed or maintained on any Lot, Unit or Neighborhood unless specifically approved by the ARB, which approval may be withheld by the ARB in its sole and absolute discretion.

12.3.2. Lot Irrigation. Declarant will install a water irrigation system serving each Lot, the Neighborhood Common Areas and the Common Areas. Every Lot, the Neighborhood Common Areas and the Common Areas must participate in the use of such irrigation systems. Except for sprinkler or irrigation systems installed by Declarant or the Little Harbor POA, no sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other surface waters within the Property shall be installed, constructed or operated within the Property unless prior written approval from the ARB has been obtained. The irrigation systems shall be maintained pursuant to Section 6 hereof. Before the ARB approves the installation of any alterations or improvements to a Lot that in any way affect the irrigation system, the irrigation system that will be within the improvement portion of that Lot must be rerouted, if necessary, by a professional irrigation company. In order for the ARB to approve the improvement installation, a letter or other evidence by a professional irrigation company must be given to the ARB at least ten (10) days before the improvement installation stating that the effectiveness of the Little Harbor Community drainage system will not be affected by the rerouting of the irrigation system. Should an Owner install the improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then, upon reasonable notice to the Owner, the Little Harbor POA may enter the Lot and conduct the necessary inspection, repair any necessary drainage facilities and the costs of such work, together with interest thereon, may be charged to the Owner and, as charged, shall become a lien on the Lot.

12.3.3. Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot, Unit or Neighborhood or in any part of the Common Areas or the Neighborhood Common Areas. Each Owner and his or her family, tenants, invitees, servants and guests shall not (i) engage in any conduct that is unreasonably annoying, offensive, intrusive, threatening or that creates an oppressive environment to the detriment of any other individual's peaceful enjoyment of the Property, (ii) engage in any act or use of a Lot, Unit or Neighborhood or of the Common Areas or the Neighborhood Common Areas which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to persons using or occupying other portions of the Property, including, without limitation, residents, guests, invitees or employees, or which could result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation, (iii) engage in any conduct that may be fairly deemed to constitute harassment of

any persons using or occupying any portion of the Property, including, without limitation, residents, guests, invitees or employees, or (iv) act in such a manner as to disrupt or cause any disruption of the on-going sales activities of Declarant or Declarant's affiliates within the Property. The Little Harbor POA shall have the right to enforce the provisions of this Section 12.3.3 as provided in Section 13.2, including by levying fines against (and recovering the Little Harbor POA's attorneys fees from) persons guilty of a violation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Property without permission by the Board of Directors of the Little Harbor POA, which may establish restrictions on the time, place and manner of such use. Any Owner, or his or her family, tenants, guests, invitees, servants or agents who dumps or places any trash or debris upon any portion of the Property shall be liable to the Little Harbor POA for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his or her Lot or Unit are subject. Notwithstanding anything contained in this Declaration to the contrary, it is intended (without creating any obligation) that the Resort Lot and portions of the Property may be operated as a vacation resort, with short-term guests and scheduled functions. Any and all activities in any way related to the operation of a vacation destination resort and related ancillary uses shall not be deemed a nuisance under this Declaration.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, EACH OWNER AND THEIR LESSEES, GUESTS AND INVITEES WITHIN THE PROPERTY ACKNOWLEDGE AND AGREE THAT LITTLE HARBOR IS DESIGNATED AS A DESTINATION RESORT COMMUNITY AND THAT THE PERMITTED USES WITHIN THE RESORT COMMUNITY INHERENTLY INVOLVE SOME LEVEL OF NOISE, PHYSICAL ACTIVITY AND COMMERCIAL TRANSACTIONS BEYOND WHAT WOULD NORMALLY EXIST IN RESIDENTIAL COMMUNITIES AND THAT SUCH ACTIVITY AND NOISE, IF ANY, SHALL NOT BE DEEMED TO CONSTITUTE A NUISANCE IN ANY MANNER.

12.3.4. Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, Declarant and its agents and employees shall have the right to maintain on Declarant's Property, Common Areas and Neighborhood Common Areas and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale, resale and leasing of Lots and/or Units or the developing of Lots, Units, Neighborhoods, Common Areas or Neighborhood Common Areas and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices, signs and model Units, all as may be approved by Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 12.3.4 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units as model residences, and to use any Unit as an office for the sale, resale and leasing of Lots and/or Units and for related activities.

12.3.5. Traffic Regulations. All vehicular traffic on the streets and roads in the Property shall be subject to the provisions of the laws of the State of Florida and the County concerning operation of motor vehicles on public streets. THE LITTLE HARBOR POA IS

HEREBY AUTHORIZED TO PROMULGATE, ADMINISTER AND ENFORCE REASONABLE RULES AND REGULATIONS GOVERNING VEHICULAR AND PEDESTRIAN TRAFFIC, INCLUDING REASONABLE SAFETY MEASURES AND SPEED LIMITS AND MODIFICATIONS OF THOSE IN FORCE ON ANY ROADS WITHIN THE PROPERTY. THE LITTLE HARBOR POA SHALL BE ENTITLED TO ENFORCE SAME BY ESTABLISHING SUCH ENFORCEMENT PROCEDURES AS IT DEEMS APPROPRIATE, INCLUDING LEVYING FINES FOR THE VIOLATION THEREOF. In the event of a conflict between such provisions of the laws of the State of Florida and the County and such Rules and Regulations promulgated by the Little Harbor POA, the Little Harbor POA may enforce the strictest provisions. Only drivers licensed to operate motor vehicles by the State of Florida or by any other state in the United States may operate any type of motor vehicle on any Road, Common Areas or Neighborhood Common Areas within the Property. All vehicles of any kind and nature which are operated on the streets in the Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Property.

12.3.6. Restriction on Use of Wetland Mitigation Areas and Conservation Areas. Wetland Mitigation Areas and Conservation Areas shall be used and maintained only in accordance with all requirements of any governmental authority. Wetland Mitigation Areas and Conservation Areas shall be maintained in their natural state by the CDD unless additional uses are permitted by appropriate governmental authorities. No construction or buildings shall be placed within Wetland Mitigation Areas or Conservation Areas except as otherwise permitted by the CDD. No dumping, including soil or other substances such as trash, may be conducted within Wetland Mitigation Areas or Conservation Areas. No trees, shrubs or other vegetation shall be removed from Wetland Mitigation Areas or Conservation Areas, except for exotic vegetation. No excavation, dredging, removal of soil or any other activity detrimental to flood control, water conservation erosion or damage to fish and wildlife habitat shall be conducted within Wetland Mitigation Areas or Conservation Areas.

12.3.7. Restrictions on Use of Additional Property. As Additional Property, including Common Areas and Neighborhood Common Areas, is subjected to this Declaration in accordance with Section 2.2 hereof, Declarant shall have the absolute right to change, amend or alter the use restrictions set forth in this Article XII, as applicable to the Additional Property, and to add additional use restrictions for such Additional Property as deemed necessary or appropriate by Declarant, in its sole and absolute discretion. Such use restrictions on Additional Property, notwithstanding anything to the contrary contained herein, may be either more or less restrictive than the restrictions contained herein.

12.3.8. Boat Docks and Use of Water Bodies. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind may be erected on any part of the Property, including without limitation any lakes and waterways within the Property, except for those constructed by Declarant, Club Owner, Resort Lot Owner or the Little Harbor POA. All Conservation Areas within the Property shall be left in their natural state and no alteration thereof or construction thereon shall be permitted. All uses of waterbodies within the Property, including without limitation fishing, boating, swimming, playing or the use of personal flotation devices, shall be permitted only as provided in any Rules and Regulations promulgated by Declarant, Club Owner, Resort Lot Owner or the Little Harbor POA. Declarant, Club Owner, Resort Lot Owner and the Little Harbor POA shall not be responsible

for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the waterbodies within the Property.

12.3.9. Compliance. Subject to the terms of Section 6 hereof, the Property and each Lot, Unit and Neighborhood shall be owned and maintained in a manner so as not to violate the applicable terms of any approvals, zoning, land use restrictions or permits for the Property. Declarant and Little Harbor POA shall be severally indemnified, defended and held harmless by each Owner or Neighborhood Association, as applicable, for all losses, damages (compensatory, consequential, punitive or otherwise) or claims arising from or relating to the failure by such Owner or Neighborhood Association, as applicable, to comply with the terms of any approvals, zoning, land use restrictions or permits for the Property.

12.3.10. Hazardous Materials. No reportable quantities of hazardous materials shall be used or stored at the Property.

12.3.11. Parking and Motor Vehicles. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable Rules and Regulations adopted by the Little Harbor POA. No repair, except emergency repair, of vehicles shall be made within Little Harbor Community, except in the garage of a Unit. In the event a vehicle is parked in a driveway servicing a Unit, such vehicle must be completely within the boundaries of such driveway space and no part of the vehicle may extend outside the driveway space. No "commercial vehicle" (as such term is defined in the municipal or County code in effect on the date of recordation of this Declaration): (i) shall be permitted to be parked in Little Harbor Community for a period of more than four (4) hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance, or repair of a Unit or other improvements in Little Harbor Community or (ii) shall be permitted to be parked overnight or stored in Little Harbor Community unless fully enclosed within a garage. No recreational vehicle of any kind shall be parked overnight in Little Harbor Community, and no boats, boat trailers, trailers of any kind, campers, motor homes, mobile homes or buses shall be permitted to be parked in Little Harbor Community unless kept fully enclosed within a garage. No vehicle shall be used as a domicile or residence, either temporary or permanent. In the event any vehicle is improperly parked in Little Harbor Community in violation of this Section 12.3.11, the Little Harbor POA (or at the Little Harbor POA's direction a towing company) may enter the Lot, Common Areas or Neighborhood Common Areas and remove the vehicle and assess all costs incurred by the Little Harbor POA for such removal against the Unit and the Owner responsible for the parking of the vehicle in Little Harbor Community, and such assessment shall become a lien on the Lot.

12.3.12. Vehicles. Except as needed for construction and maintenance by Declarant, the Little Harbor POA, a Neighborhood Association, Resort Lot Owner or the Club, no motorized vehicle may be operated off of paved roads or streets.

12.3.13. Use of Lots and Units. Except as permitted by Sections 7.5 and 12.3.4, each Lot and Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. No more than one (1) Unit shall be located on any Lot. Lots may be combined with the prior consent of the ARB, provided only one Unit shall be placed on the combined Lots and only for so long as a unity of title agreement in form

approved by the Little Harbor POA is recorded against both Lots. The use of a portion of a Unit as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic. Lease or rental of a Unit for residential purposes shall also not be considered to be a violation of this Declaration so long as the lease (i) is for not less than the entire Lot and all the improvements thereon, (ii) is approved by the Vacation Rental Management Company, (iii) complies with all governmental laws, rules, ordinances and regulations; (iv) complies with all applicable Neighborhood restrictions, and (v) is otherwise in compliance with the Rules and Regulations as may be promulgated and published from time to time by the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the Rules and Regulations adopted hereunder.

12.3.14. Pets. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Property, provided that up to two (2) generally recognized house pets (not including tropical fish, which may be kept in reasonable numbers) may be kept in Units, subject to Rules and Regulations adopted by the Little Harbor POA through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be kept within any screened enclosure. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Areas or the Neighborhood Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas or the Neighborhood Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas or the Neighborhood Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of the Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 12.3.14, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the Owner of a particular pet to remove such pet from the Property if such pet is found to be a nuisance or to be in violation of these restrictions. Neighborhood Associations, the Resort Lot Owner and/or the Club may promulgate pet restrictions more restrictive than those found in this Section.

12.3.15. Firearms. The discharge of firearms, including without limitation BB guns, pellet guns and other firearms of all types and sizes, is prohibited. Notwithstanding anything to the contrary contained herein, the Little Harbor POA shall not be obligated to take action to enforce this Section.

12.3.16. Lighting. All exterior lighting must be approved in advance by the ARB, except for seasonal holiday decorative lights which may be displayed only between Thanksgiving Day and January 10, unless prohibited or further restricted by applicable Neighborhood or Resort Lot Owner restrictions.

12.3.17. Solar Panels and Energy Conservation Equipment. The ARB must approve all Solar Panels and Energy Conservation Equipment prior to installation of such equipment on a Unit. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious

part of the architectural design of a structure, as reasonably determined by the ARB as set forth in this Article XII. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than one foot (1') above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.

12.3.18. Pools and Spas. Not all Lot designs in Little Harbor Community will accommodate a swimming pool or spa. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ARB as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Declarant, no slides, or platforms shall be permitted without ARB approval. The drainage of a pool into another Lot, the Common Areas, the Neighborhood Common Areas or into the waterways, canals, Conservation Areas or Wetland Mitigation Areas is prohibited.

12.3.19. Roofs and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated as often as appropriate but in any event within thirty (30) days of notice by the ARB.

12.3.20. Paint. Homes shall be repainted as often as needed but in any event within forty-five (45) days of notice by the ARB.

12.3.21. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ARB, which approval shall conform to the requirements of this Declaration and/or the ARB Rules and Regulations.

12.3.22. Fences and Walls. Walls and fences on Lots must be approved in advance by the ARB in its sole discretion. Under no circumstances shall wood fences be permitted in any part of Little Harbor Community.

12.3.23. Porches. No grills, gym or other equipment may be stored on the front porches of Units. The ARB in its sole discretion may establish Rules and Regulations regarding the appearance of front porches.

12.3.24. Garage Doors. Garage Doors shall be closed at all times when the garage of a Unit is not in use.

12.3.25. Garbage Storage/Pickup. The Board of Directors of the Little Harbor POA shall have the authority to promulgate Rules and Regulations to govern garbage storage and pickup within Little Harbor Community.

12.3.26. Exemption. Notwithstanding anything to the contrary contained herein, or in the Design Guidelines, any improvements of any nature made or to be made by Declarant, Club Owner or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Unit, shall not be subject to the review of the ARB, the Little Harbor POA, or the provisions of the Design Guidelines.

ARTICLE XIII. RULE MAKING

13.1. Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable Rules and Regulations concerning the use of Lots, Units, Neighborhoods, the Common Areas and the Neighborhood Common Areas and facilities located thereon. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Little Harbor POA to all Owners prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation is specifically overruled, canceled or modified by the Board of Directors or in a regular or special meeting of the Little Harbor POA by the vote of the Members holding a majority of the total votes in the Little Harbor POA, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot or Unit. Notwithstanding the Board of Director's right to establish Rules and Regulations, no Rule or Regulation promulgated by the Board shall adversely affect the Club or the Club Members without the prior written approval of the Club and no Rule or Regulation shall adversely affect the Resort Lot or Resort Lot Owner without the prior written approval of the Resort Lot Owner. In furtherance of the foregoing, the Board of Directors shall submit a draft of any proposed Rule or Regulation for review to the Club Owner and the Resort Lot Owner prior to finalization of same.

13.2. Authority and Enforcement. Subject to the provisions of Section 14.8, upon the violation of this Declaration, the Bylaws or any Rules and Regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board shall have the power (i) to impose reasonable monetary fines upon the Owners or Occupants of which are guilty of such violation and to recover its reasonable attorney's fees and costs in collecting such fine from the Owner or Occupant, as determined by the court; (ii) to suspend an Owner's right to vote in the Neighborhood Association or Little Harbor POA, as applicable; or (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Areas or the Neighborhood Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his or her family, guests or tenants or by his or her Occupants or co-Owners or the family, guests or tenants of his or her Occupants or co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

13.3. Procedure. Except with respect to the failure of an Owner to pay Assessments, the Board shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner or other Occupant of the Property for violations of this Declaration, the Bylaws or any Rules and Regulations, unless and until the following procedure is followed: (a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying: (i) The alleged violation; (ii) The action required to abate the violation; and (iii) A time period of not less than fourteen (14) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of

this Declaration, the Bylaws or of the Rules and Regulations of the Little Harbor POA may result in the imposition of sanctions after notice and hearing. (b) Within twenty (20) days of such demand, if the violation continues beyond the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board of Directors may serve such Owner with written notice of a hearing to be held by a committee ("Dispute Committee"), which shall consist of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Little Harbor POA, or the spouse, parent, child, brother, or sister of an officer, director or employee. The notice shall contain: (i) The nature of the alleged violation; (ii) The time and place of the hearing, which time shall be not less than fourteen (14) days from the giving of the notice; (iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and (iv) The proposed sanction to be imposed. (c) The hearing shall be held by the Dispute Committee pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. If the Dispute Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

13.4. Declarant Not Subject to Rules and Regulations. The Rules and Regulations are intended to apply to completed Units only, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or Resort Lot, or adversely affect the interests of Club Owner, Resort Lot Owner or Declarant. Without limiting the foregoing, Declarant, and/or its assigns, shall have the right to: (i) develop and construct Units, Common Areas and Neighborhood Common Areas and the Club and related improvements within Little Harbor Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales and leasing offices, general office and leasing and construction operations within Little Harbor Community; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Little Harbor Community for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Little Harbor Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or Neighborhood Common Areas or portions of Little Harbor Community owned by Declarant, signs or others materials used in developing, constructing, selling or promoting the sale of any portion of Little Harbor Community including, without limitation, Lots and Units; (vi) excavate fill from any lakes or waterways within and/or contiguous to Little Harbor Community by dredge or dragline, store fill within Little Harbor Community and remove and/or sell excess fill, and grow or store plants and trees within, or contiguous to, Little Harbor Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of any lands and improvements comprising Little Harbor Community.

ARTICLE XIV. GENERAL PROVISIONS

14.1. Control by Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, THE ARTICLES OF INCORPORATION OR THE BYLAWS OF THE LITTLE HARBOR POA, DECLARANT HEREBY RETAINS THE RIGHT TO APPOINT AND REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF DIRECTORS OF THE LITTLE HARBOR POA AS PROVIDED BY AND FOR THE TERM SET FORTH IN SECTION 10.2. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Little Harbor POA in accordance with the foregoing provisions of this Section 14.1 and the provisions of Section 10.2, without the necessity of a vote at an annual meeting. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Little Harbor POA pursuant to the provisions of Section 10.2 and this Section 14.1, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots or Units, and a special meeting of the Little Harbor POA shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Little Harbor POA and any agreements or contracts executed by or on behalf of the Little Harbor POA during such period and which Declarant has in its possession.

14.2. Sale, Resale and Leasing Office. For so long as Declarant or its affiliates owns any property within Little Harbor Community that is subject to this Declaration, whether for purposes of sale or otherwise, or maintains a sale, resale or leasing office within Little Harbor Community, Declarant and Vacation Rental Management Company shall have the right to take such action as is reasonably necessary, in Declarant's sole opinion, to transact any business necessary or proper to consummate (i) the development of Little Harbor Community, and/or (ii) the sale, resale or leasing of Units or other properties developed by Declarant, or an affiliate of Declarant, outside of Little Harbor Community. This right shall include, but not be limited to, the right to: (a) maintain models, sale, resale and leasing offices and operations, and parking for such activities; (b) display and maintain signs upon any portion of Little Harbor Community, including Common Areas, Neighborhood Common Areas, the Resort Lot and the Club; (c) hire and maintain employees for the models and sale, resale or leasing offices; and (d) use the Common Areas, Neighborhood Common Areas, the Resort Lot and the Club to show models and Units. The sale, resale and leasing offices and all signs pertaining to such shall remain the property of Declarant. Declarant and Vacation Rental Management Company shall have all of the foregoing rights without charge or expense. Declarant and/or Vacation Rental Management Company may assign any or all of their rights under this Section 14.2, and any such assignee shall have all of the rights hereunder, along with the easements for such activities contained in Section 7.5 of this Declaration. This Section 14.2 may not be amended without the prior written consent of Declarant.

14.3. Modification. The development and marketing of Little Harbor Community will continue as deemed appropriate in Declarant's sole discretion and nothing in this Declaration or ARB Rules and Regulations, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Little

Harbor Community to, as an example and not a limitation, modify the boundary lines of the Common Areas or Neighborhood Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Little Harbor POA and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

14.4. Promotional Events. For so long as Declarant or its affiliates owns any property within Little Harbor Community that is subject to this Declaration, whether for purposes of sale or otherwise, or maintains a sale, resale or leasing office within Little Harbor Community, Declarant and Vacation Rental Management Company shall have the right, at any time, to hold marketing and promotional events within Little Harbor Community and/or on the Common Areas, Neighborhood Common Areas, Resort Lot or Club without any charge for use. Declarant, its agents, affiliates, or assignees and Vacation Rental Management Company shall have the right to market Little Harbor Community and Units in advertisements and other media by making reference to Little Harbor Community, including, but not limited to, pictures or drawings of Little Harbor Community, the Club, Common Areas, Neighborhood Common Areas, Resort Lot, Lots and Units constructed in Little Harbor Community. All logos, trademarks, and designs used in connection with Units are the property of Declarant, and the Little Harbor POA shall have no right to use the same (including after Turnover) except with the express written permission of Declarant. Declarant and/or Vacation Rental Management Company may assign any or all of their rights under this Section 14.4, and any such assignee shall have all of the rights hereunder, along with the easements for such activities contained in Section 7.5 of this Declaration. This Section 14.4 may not be amended without the prior written consent of Declarant.

14.5. Use by Prospective Purchasers. For so long as Declarant or its affiliates owns any property within Little Harbor Community that is subject to this Declaration, whether for purposes of sale or otherwise, or maintains a sale, resale or leasing office within Little Harbor Community, Declarant, and its agents, affiliates and assignees, and the Vacation Rental Management Company, shall have the right, without charge, to use the Common Areas or Neighborhood Common Areas for the purpose of entertaining prospective purchasers and lessors of Units, or other properties owned by Declarant outside of Little Harbor Community. Declarant and/or Vacation Rental Management Company may assign all their rights under this Section 14.5, and any such assignee shall have all of the rights hereunder, along with the easements for such activities contained in Section 7.5 of this Declaration. This Section 14.5 may not be amended without the prior written consent of Declarant.

14.6. Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Little Harbor POA, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Public Records of Hillsborough County, Florida, without the approval of any Owner or Mortgagee; provided, however, that with the exception of the addition of Additional Property to the terms of this Declaration, (i) any amendment by Declarant that affects the rights of the Club shall require approval from the Club, (ii) any amendment by Declarant that affects the right of Resort Lot Owners shall require approval from the Resort Lot Owner, (iii) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot,

Unit, Neighborhood, the Common Areas or the Neighborhood Common Areas as set forth in this Declaration or adversely affects the title to any Lot, Unit or Neighborhood, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (iv) in the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this Section 14.6 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Unit, agrees to be bound by such amendments as are permitted by this Section 14.6 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Property (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots, Units or Neighborhoods subject to this Declaration; (c) if such amendment is required by an Institutional Mortgage holder to make or purchase mortgage loans on any Lot, Unit or other improvements subject to this Declaration; or (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots, Units or other improvements subject to this Declaration.

14.7. Amendment by Little Harbor POA. Amendments to this Declaration, other than those authorized by Section 14.6 hereto, shall be proposed and adopted in the following manner:

14.7.1. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Little Harbor POA at which such proposed amendment is to be considered and shall be delivered to each Owner and Member of the Little Harbor POA.

14.7.2. At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Little Harbor POA. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Little Harbor POA; provided, however, (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Unit, building, Neighborhood, the Common Areas or the Neighborhood Common Areas as set forth in this Declaration or adversely affects the title to any Unit, building or Neighborhood, such amendment shall be valid only upon the written consent thereto by a majority in number of votes of the then existing Owners affected thereby, (ii) that any amendment which materially and adversely affects the security, title and interest of any Mortgagee must be approved by such Mortgagee, (iii) any amendment by the Little Harbor POA that affects the rights of the Club shall require approval from the Club Owner, (iv) any amendment that affects the rights of Resort Lot Owner shall require approval from Resort Lot Owner, (v) any amendment by the Little Harbor POA that affects the rights or easements of Vacation Rental Management Company shall require prior written approval from Vacation Rental Management Company,

and (vi) during any period in which Declarant owns a Unit or building within the Property, such amendment must be approved by Declarant.

14.7.3. The agreement of the required percentage of Owners shall be evidenced by a sworn statement of the president of the Little Harbor POA attached to the amendment indicating that the amendment was so approved. The agreement of Declarant, Club Owner, Vacation Rental Management Company or any Mortgagee, shall be evidenced by their execution of a consent or joinder recorded with such amendment. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

14.8. Enforcement. Each Owner shall comply strictly with the Bylaws and the published Rules and Regulations of the Little Harbor POA adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Unit, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the Club, recreational facilities located in the Common Areas or the Neighborhood Common Areas, or for instituting an action to recover sums due for damages, and/or for injunctive relief and/or any other remedy available at law or in equity, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Little Harbor POA, or, in a proper case, by an aggrieved Owner. Should Declarant or the Little Harbor POA employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Little Harbor POA are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Little Harbor POA or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. After Turnover, no judicial or administrative proceeding shall be commenced or prosecuted by the Little Harbor POA unless approved by a vote of two-thirds (2/3) of the total vote of the Little Harbor POA. This Section shall not apply, however, to (a) actions brought by the Little Harbor POA to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments or fines, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims or crossclaims brought by the Little Harbor POA in proceedings instituted against it. No delay, failure or omission on the part of Declarant, the Little Harbor POA or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Little Harbor POA for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the Bylaws or any Rules and Regulations of the Little Harbor POA, however long continued. This Section shall not be amended unless such

amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

14.9. Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration or ARB Rules and Regulations may be enforced by Declarant and/or, where applicable, Club Owner and/or the Little Harbor POA by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or ARB Rules and Regulations shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the ARB Rules and Regulations.

14.10. Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of Declarant, the Little Harbor POA and all other Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date of the recording of this Declaration, provided that rights and obligations which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said fifty (50) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each (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 fifty (50) year period or the last year of any ten (10) year renewal period, seventy-five percent (75%) of the total votes of the Little Harbor POA are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Little Harbor POA votes to terminate this Declaration, and such termination is approved by the Club and Resort Lot Owner, an instrument evidencing such termination shall be duly filed, such instrument to contain a certificate wherein the president of the Little Harbor POA swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in the Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to, and covenants running with, such property, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents.

14.11. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of

this Declaration shall be the date of its filing for record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Florida.

14.12. Assignment. Declarant may assign all or a portion of its rights under this Declaration, or all or a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. After an assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as was Declarant prior to the assignment, and Declarant shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

14.13. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

14.14. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

14.15. Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Little Harbor POA, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

14.16. Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages or otherwise disposes of any Lot or Unit, the Owner must promptly furnish to the Little Harbor POA in writing the name and address of such purchaser, lessee, mortgagee or transferee, except for leases arranged by the Vacation Rental Management Company. Each Owner is required to notify lessees or subsequent purchasers of the duty to abide by the terms of this Declaration. Each Owner is required to notify subsequent purchasers of the obligation to become a member of the Little Harbor POA and a Club Member. However, failure to so notify lessees or subsequent purchasers of the foregoing shall not negate the requirements or serve as a defense to lessees' or subsequent purchasers' compliance herewith.

14.17. No Trespass. Whenever the Little Harbor POA, Declarant, the ARB and their respective successors, assigns, agents or employees are permitted by this Declaration to enter

upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

14.18. Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Little Harbor POA, or if no address has been so designated, at the addresses of such Owners' respective Lots or Units. All notices to the Little Harbor POA shall be delivered or sent in care of Declarant at the following address:

Little Harbor Property Owners' Association, Inc.
c/o EarthMark Companies, LLC
12800 University Drive, Suite 400
Ft. Myers, Florida 33907

Or at such other address as specified by written notice to Owners. All notices to Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Little Harbor POA. Notices to Mortgagees shall be delivered to such address as such Mortgagees specify in writing to the Little Harbor POA, and if no such notice is given to the Little Harbor POA, to the address provided in the Mortgage. All notices are deemed delivered when delivered by hand or when deposited in the United States mail.

14.19. Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, easements, dedications, reservations and other terms and provisions set forth in the plats of the Property, which plats are recorded or to be recorded in the Public Records of Hillsborough County.

14.20. Use of Little Harbor Name. All parties owning or otherwise making any use of any portion of the Property shall be deemed, by virtue of accepting such ownership or making such use, to have covenanted and agreed that: (i) except as provided below, no usage of the names "Little Harbor" or "The Club at Little Harbor" or any associated logo will be made in naming or referring to any business or activity within or outside of the Property or in describing or referring to the location of any business or enterprise conducted within or outside of the Property and (ii) generally, no usage of those names will be made whatsoever without the express prior written approval of Declarant.

14.21. Community Development District.

14.21.1. Establishment; Powers. Declarant has established the South Bay Community Development District ("CDD"), in accordance with Chapter 190, Florida Statutes. Each Owner hereby acknowledges that the Property lies within the CDD and that the CDD may acquire, construct and operate certain urban infrastructure facilities and community development services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for basic infrastructure which may include, without limitation: (i) water management and drainage lands (including wetland mitigation); (ii) roads,

sidewalks and bridges; (iii) certain underground utilities; (iv) retaining walls; (v) signage and entry features; (vi) beach and erosion control structures; (vii) canals and piers, and (viii) Wetland Mitigation Areas and preserves. The CDD will impose taxes and/or assessments on the Property through a special taxing district. These taxes will pay for the acquisition, construction, operation and/or maintenance costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These taxes and assessments are in addition to County and all other taxes and assessments provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner, in which case they will be payable directly to the Hillsborough County Tax Collector, or they will appear on a separate bill issued to each Owner by the CDD. All taxes on the CDD shall constitute a lien on any Lot or Unit owned by an Owner. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

14.21.2. TAXES AND ASSESSMENTS. THE COMMUNITY DEVELOPMENT DISTRICT IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS PAY FOR THE ACQUISITION, CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE COMMUNITY DEVELOPMENT DISTRICT, AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE COMMUNITY DEVELOPMENT DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND ARE PAYABLE DIRECTLY TO THE HILLSBOROUGH COUNTY TAX COLLECTOR OR APPEAR ON A SEPARATE BILL ISSUED TO EACH OWNER BY THE CDD. THE TAXES AND ASSESSMENTS OF THE COMMUNITY DEVELOPMENT DISTRICT CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE COMMUNITY DEVELOPMENT DISTRICT.

BY ACCEPTANCE OF A DEED TO A LOT OR UNIT OR ANY INTEREST THEREIN, EACH OWNER HEREBY AGREES (I) TO PAY ANY AND ALL FEES, CHARGES, TAXES AND ASSESSMENTS IMPOSED BY THE CDD WITH RESPECT TO THE OWNER'S LOT OR UNIT, (II) TO ABIDE BY ALL OF THE CDD'S REGULATIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME, AND (III) TO DISCLOSE IN WRITING TO ANY SUBSEQUENT PURCHASER OF THE OWNER'S LOT OR UNIT THAT SUCH PROPERTY IS WITHIN THE CDD, THE FUNCTION OF THE CDD AND THAT SUCH PURCHASER SHALL BE SUBJECT TO CDD ASSESSMENTS.

14.21.3. Issuance of Bonds. The CDD will have the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bonds may be funded by non-ad valorem taxes on all the taxable property within the CDD, or by the imposition of rates, user fees, special assessments, or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any

revenue-producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

14.21.4. CDD Property Becoming Common Areas. If Declarant determines that it is in the best interest of the Little Harbor Community for any of the CDD Property to become Common Areas, and if Declarant, the Little Harbor POA and the CDD all determine that such property should be conveyed to the Little Harbor POA, the CDD shall convey to the Little Harbor POA fee simple title to those portions of the CDD Property which are to become Common Areas.

14.21.5. Common Areas Becoming CDD Property. If Declarant determines, subject to any governmental requirements, that it is in the best interests of the Little Harbor Community for any portion(s) of the Common Areas to be owned and/or administered by the CDD, rather than by the Little Harbor POA, such portions of the Common Areas shall cease to be Common Areas, even if they have already been conveyed to the Little Harbor POA, and shall thereafter be considered CDD Property, even if legal title has not been deeded to the CDD. When a part of the Property becomes CDD Property, the expenses of administration and maintenance shall cease to be Common Expenses. If required by law, or if deemed by Declarant to be in the best interests of the Little Harbor Community, the Little Harbor POA shall convey to the CDD the legal title to any Common Areas which become CDD Property.

14.22. Disclaimer as to Site Plan. THE SITE PLAN OF LITTLE HARBOR COMMUNITY AND ALL AMENDMENTS THERETO REPRESENTS ONLY A GENERAL SCHEME OF DEVELOPMENT AND SHALL NOT BE CONSTRUED AS REPRESENTING, IMPLYING OR GUARANTEEING THAT ANY UNIT OR OTHER IMPROVEMENT WILL BE BUILT IN ACCORDANCE THEREWITH.

14.23. Exhibits. The following exhibits are attached to and incorporated in this Declaration:

Exhibit "A" - Legal Description of Initial Property
Exhibit "B" - Articles of Incorporation
Exhibit "C" - Bylaws

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, a duly authorized officer of the undersigned Declarant has executed this Declaration under seal, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Bahia Sun Associates Limited Partnership,
a Florida limited partnership

By: Bahia Sun Realty Corp., a Florida
corporation, its General Partner

Dawn A. Terry
Name: Dawn A. Terry
Karen Kohnel
Name: Karen Kohnel

By: Doug Cordello
Name: Doug Cordello
Its: VP

("DECLARANT")

STATE OF FLORIDA _____)
COUNTY OF LEE) ss.

The foregoing instrument was acknowledged before me this 11 day of April, 2006, by Doug Cordello, the V.P. of Bahia Sun Realty Corp., a Florida corporation, the General Partner of Bahia Sun Associates Limited Partnership, a Florida limited partnership on behalf of the limited partnership and the corporation. The above-named individual [☒] is personally known to me or [] has produced the following identification _____ which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath.



Dawn A. Terry
Print Name: Dawn A. Terry
NOTARY PUBLIC - STATE OF Florida
Commission Number: DD 418764
My commission expires: 8.10.08

(Notarial Seal)

JOINDER OF OWNER

The undersigned joins in this Declaration for the purpose of agreeing to subject certain real property owned by it, to the to the terms and conditions of the Declaration.

Signed, sealed and delivered
in the presence of:

Bahia Marina Associates, LLC, a Florida
limited liability company

Dawn A. Terry
Name: Dawn A. Terry
Karen Kuhn
Name: Karen Kuhn

By: [Signature]
Name: Doug Cordello
Its: V.P.

STATE OF FLORIDA)

) ss.

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 11 day of April, 2006, by Doug Cordello, the V.P. of Bahia Marina Associates, LLC, a Florida limited liability company, on behalf of the limited liability company. The above-named individual [☒] is personally known to me or [☐] has produced the following identification Dawn A. Terry



Print Name: Dawn A. Terry
NOTARY PUBLIC - STATE OF FLORIDA
Commission Number: DD 418764
My commission expires: 8.10.08

(Notarial Seal)

JOINDER OF LITTLE HARBOR POA

Little Harbor Property Owners' Association, Inc., a Florida not-for-profit corporation, hereby joins in this Declaration for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered
in the presence of:

Dawn A. Terry
Name: Dawn A. Terry
Karen Kuhn
Name: Karen Kuhn

Little Harbor Property Owners' Association,
Inc., a Florida not-for-profit corporation

By: Doug Cordello
Name: Doug Cordello
Its: V.P.

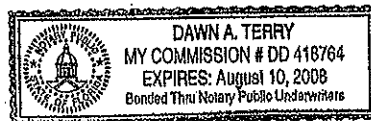
(CORPORATE SEAL)

STATE OF FLORIDA _____)
COUNTY OF LEE _____) ss.

The foregoing instrument was acknowledged before me this 11 day of April 2006, by Doug Cordello, the V.P. of Little Harbor Property Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. The above-named individual [☒] is personally known to me or [☐] has produced the following identification _____ which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath.

Dawn A. Terry
Print Name: Dawn A. Terry
NOTARY PUBLIC - STATE OF Florida
Commission Number: DD 418764
My commission expires: 8.10.08

(Notarial Seal)



CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

Ohio Savings Bank, a Federal savings bank (the "Mortgagee"), the holder of that certain Mortgage and Security Agreement, dated October 15, 2004 and recorded on October 29, 2004 in Official Records Book 14354, Page 1085 of the Public Records of Hillsborough County, Florida, as amended from time to time (as amended, the "Mortgage"), which Mortgage constitutes a lien upon the real property described in the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Little Harbor (the "Declaration"), hereby consents to Bahia Sun Associates Limited Partnership, a Florida limited partnership ("Declarant"), subjecting the lands described therein to the provisions of the Declaration and agrees that the lien and encumbrance of the Mortgage shall be subordinate to the Declaration.

The subordination set forth herein is limited strictly to the rights of Declarant, its successors and assigns, created by the Declaration and this subordination shall not constitute a subordination to the rights of any other person or entity that holds any interest in the Property, as defined in the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or other documents issued in connection with the promotion of the Property. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Dated this 24th day of MARCH, 2005.

Witnesses:

Diane M Crook
Print Name: DIANE M CROOK
Linda J. Petranek
Print Name: LINDA J. PETRANEK

OHIO SAVINGS BANK, a Federal savings bank

By: [Signature]
Name: JEFFREY L. MORGAN
Title: VICE PRESIDENT

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.

The foregoing instrument was acknowledged before me this 24th day of MARCH, 2005 by JEFFREY L. MORGAN as VICE PRESIDENT of Ohio Savings Bank, a Federal savings bank, on behalf of the bank, and such individual is personally known to me.



Linda J. Petranek
My commission expires: 6-13-09
NOTARY PUBLIC, State of OHIO
Print Name: LINDA J. PETRANEK, Notary Public
State of Ohio, Recorded in Lake County
My Commission Expires June 13, 2009

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

Peninsula Bank, a Florida state bank (the "Mortgagee"), the holder of that certain Real Estate Mortgage Assignment and Security Agreement, dated September 30, 2003, and recorded in Official Records Book 1319, Page 0038 of the Public Records of Hillsborough County, Florida (the "Mortgage"), which Mortgage constitutes a lien upon the real property described in the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Little Harbor (the "Declaration"), hereby consents to Bahia Sun Associates Limited Partnership, ("Declarant"), a Florida limited partnership, subjecting the lands described therein to the provisions of the Declaration and agrees that the lien and encumbrance of the Mortgage shall be subordinate to the Declaration.

The subordination set forth herein is limited strictly to the rights of Declarant, its successors and assigns, created by the Declaration and this subordination shall not constitute a subordination to the rights of any other person or entity that holds any interest in the Property, as defined in the Declaration.

Dated this 10th day of March, 2005.

Witnesses:

Linda Ilaria
Print Name: LINDA ILARIA

Lana Yeo
Print Name: LANA YEO

PENINSULA BANK, a Florida state bank

By: [Signature]
Name: RICARDO SOLANO
Title: EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss.

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2005 by RICARDO SOLANO as EXECUTIVE V.P. of Peninsula Bank, a Florida state bank, on behalf of the bank, and such individual is personally known to me.



Virginia L. Baxter
Commission # DD266478
Expires February 22, 2008
Bonded Troy Peln - Insurance, Inc. 850-365-7019

Virginia L. Baxter
My commission expires: 2-22-08
NOTARY PUBLIC, State of FLORIDA
Print Name: VIRGINIA L. BAXTER

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

Fifth Third Bank, a Michigan banking corporation (the "Mortgagee"), the successor by merger with First National Bank of Florida, as evidenced by instrument recorded in Official Records Book 14671, Page 0132 of the Public Records of Hillsborough County, Florida, and holder of that certain Mortgage, Security Agreement, and Assignment of Rents dated July 24, 2003 by and between Bahia Sun Associates Limited Partnership and First National Bank of Florida, and recorded in Official Records Book 12924, Page 1438 of the Public Records of Hillsborough County, Florida (the "Mortgage"), which Mortgage constitutes a lien upon the real property described in the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Little Harbor (the "Declaration"), hereby consents to Bahia Sun Associates Limited Partnership, ("Declarant"), a Florida limited partnership, subjecting the lands described therein to the provisions of the Declaration and agrees that the lien and encumbrance of the Mortgage shall be subordinate to the Declaration.

The subordination set forth herein is limited strictly to the rights of Declarant, its successors and assigns, created by the Declaration and this subordination shall not constitute a subordination to the rights of any other person or entity that holds any interest in the Property, as defined in the Declaration.

Dated this 17th day of May, 2005.

Witnesses:

[Signature]
Print Name: Tracy L. Coghill

[Signature]
Print Name: Jan Sapienza

FIFTH THIRD BANK, a Michigan banking corporation

By: [Signature]
Name: Joel E. Wittenhall
Title: Senior Vice President

STATE OF Florida)
COUNTY OF Collier) ss.

The foregoing instrument was acknowledged before me this 17th day of May, 2005 by Joel E. Wittenhall as Sr. Vice Pres. of Fifth Third Bank, a Michigan banking corporation, on behalf of the bank, and such individual is personally known to me.

[Signature]
My commission expires: _____
NOTARY PUBLIC, State of _____
Print Name: _____



CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

Orion Bank, a Florida state bank (the "Mortgagee"), the holder of that certain Mortgage Deed dated April 13, 2004 and recorded in Official Records Book 13832, Page 1282 of the Public Records of Hillsborough County, Florida (the "Mortgage"), which Mortgage constitutes a lien upon the real property described in the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Little Harbor (the "Declaration"), hereby consents to Bahia Sun Associates Limited Partnership, ("Declarant"), a Florida limited partnership, subjecting the lands described therein to the provisions of the Declaration and agrees that the lien and encumbrance of the Mortgage shall be subordinate to the Declaration.

The subordination set forth herein is limited strictly to the rights of Declarant, its successors and assigns, created by the Declaration and this subordination shall not constitute a subordination to the rights of any other person or entity that holds any interest in the Property, as defined in the Declaration.

Dated this 3 day of May, 2005.

Witnesses:

Sherry L. Rinald
Print Name: SHERRY L. RINALD

Stacy Ginniman
Print Name: Stacy Ginniman

ORION BANK, a Florida state bank

By: Gregory G. Barb
Name: Gregory G. Barb
Title: Area President

STATE OF Florida)
COUNTY OF Lee) ss.

The foregoing instrument was acknowledged before me this 3 day of May, 2005 by Gregory G. Barb as Area President of Orion Bank, a Florida state bank, on behalf of the bank, and such individual is personally known to me.

Sherry L. Rinald

My commission expires: _____
NOTARY PUBLIC, State of _____
Print Name: _____

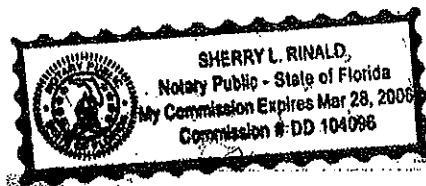


EXHIBIT "A"
LEGAL DESCRIPTION OF INITIAL PROPERTY

PARCEL 1:

The Southwest 1/4 of the Southwest 1/4, LESS AND EXCEPT the South 55 feet thereof for road right-of-way described in Deed recorded in Official Records Book 2016, Page 192, Public Records of Hillsborough County, Florida, in Section 1, Township 32 South, Range 18 East, lying and being in Hillsborough County, Florida.

The above can also be described as follows:

Commence at the Southwest corner of Section 1, Township 32 South, Range 18 East, Hillsborough County, Florida, run thence along the West boundary of the Southwest 1/4 of said Section 1, N.00°22'20"W., 55.00 feet to a point on the North right-of-way line of Shell Point Road as recorded in Official Records Book 2016, Page 192, Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence continue, N.00°22'20"W., 1271.39 feet to the Northwest corner of the Southwest 1/4 of said Southwest 1/4 of Section 1; thence along the North boundary of said Southwest 1/4 of the Southwest 1/4 of Section 1, N.89°58'02"E., 1324.34 to the Northeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 1; thence along the East boundary of said Southwest 1/4 of the Southwest 1/4 of Section 1, S.00°20'49"E., 1274.27 feet to a point on the aforesaid North right-of-way line of Shell Point Road; thence along said North right-of-way line, N.89°54'29"W., 1323.80 feet to the POINT OF BEGINNING.

Containing 38.689 acres, more or less.

PARCEL 2:

The Southeast 1/4 of the Southeast 1/4, LESS AND EXCEPT the South 55 feet thereof for road right-of-way described in Deed recorded in Official Records Book 2016, Page 192, and ALSO LESS AND EXCEPT that part conveyed by Deed to State of Florida recorded in Official Records Book 2574, Page 224 re-recorded in Official Records Book 2581, Page 184, all of the Public Records of Hillsborough County, Florida, in Section 2, Township 32 South, Range 18 East, lying and being in Hillsborough County, Florida.

The above can also be described as follows:

Commence at the Southeast corner of Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, run thence along the East boundary of the Southeast 1/4 of said Section 2, N.00°22'20"W., 55.00 feet to a point on the North right-of-way line of Shell Point Road as recorded in Official Records Book 2016, Page 192, Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along said North right-of-way line, N.89°54'46"W., 1292.79 feet; thence along the said North right-of-way line of Shell point Road, as recorded in Official Records book 2574, Page 224, Public Records of Hillsborough County, Florida, N.58°06'40"W., 32.02 feet; thence along the East right-of-way line of 32nd Street N.W. as recorded in Official Records Book 4977, Page 11, Public Records of Hillsborough County, Florida, and the West boundary of said Southeast 1/4 of the Southeast 1/4 of Section 2, N.00°25'29"W., 1247.33 feet to a point on the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 2; thence along said North boundary, N.89°46'32"E., 1355.90 feet to the Northeast corner of said Southeast 1/4 of the Southeast 1/4 of Section 2; thence along the East boundary of said Southeast 1/4 of the Southeast 1/4 of Section 2, S.00°22'20"E., 1271.39 feet to the POINT OF BEGINNING.

Containing 39.443 acres, more or less.

PARCEL 3:

Government Lot 1, LESS AND EXCEPT the North 55 feet thereof for road right-of-way described in Deed recorded in Official Records Book 2016, Page 192, and ALSO LESS AND EXCEPT that part conveyed by Deed to State of Florida recorded in Official Records Book 2574, Page 224 re-recorded in Official Records Book 2581, Page 184, all

of the Public Records of Hillsborough County, Florida, in Section 11, Township 32 South, Range 18 East, lying and being in Hillsborough County, Florida.

PARCEL 4:

Government Lot 4, LESS AND EXCEPT the North 55 feet thereof for road right-of-way described in Deed recorded in Official Records Book 2016, Page 192, Public Records of Hillsborough County, Florida, in Section 12, Township 32 South, Range 18 East, lying and being in Hillsborough County, Florida.

PARCEL 5:

All of that portion of Shell Point Road lying in the Southwest 1/4 of the Southwest 1/4 of Section 1, the Southeast 1/4 of the Southeast 1/4 of Section 2, the Northeast 1/4 of the Northeast 1/4 of Section 11, and the Northwest 1/4 of the Northwest 1/4 of Section 12, all lying in Township 32 South, Range 18 East, Hillsborough County, Florida.

PARCEL 6:

A parcel of land in Fractional Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, being a portion of Bahia Beach Unit-No. 1, as recorded in Plat Book 40, Page 81, of the Public Records of Hillsborough County, Florida, expressly described as follows:

Commence at the Southeast corner of said Section 2, thence on the South boundary thereof, also being the centerline of Shell Point Road (Bellamy Avenue) North 89 degrees 54 minutes 50 seconds West, a distance of 1,406.50 feet to the intersection with the Southerly extension of the Westerly right-of-way line of Tarpon Drive; Thence on said Southerly extension and Northerly extension North 00 degrees 34 minutes 35 seconds West, a distance of 1,549.60 feet to a point on the centerline of Mangrove Point Drive and the Point of Beginning. Thence continue on said Northerly extension North 00 degrees 34 minutes 35 seconds West, a distance of 27.50 feet to a point on the North right-of-way line of said Mangrove Point Drive; Thence on said North right-of-way line North 89 degrees 27 minutes 50 seconds West, a distance of 54.16 feet; Thence departing from said right-of-way line, North 00 degrees 32 minutes 10 seconds East a distance of 400.00 feet; Thence North 14 degrees 57 minutes 50 seconds West, a distance of 241.58 feet; Thence South 89 degrees 34 minutes 23 seconds East, a distance of 1,533.93 feet to the East boundary of said Section 2; Thence on the East boundary line thereof South 00 degrees 20 minutes 02 seconds East, a distance of 875.73 feet to the Southeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 2; Thence on the South boundary line thereof and the Westerly extension South 89 degrees 51 minutes 00 seconds West, a distance of 1,357.06 feet to the Easterly right-of-way line of said Tarpon Drive; Thence on said right-of-way line and the Northerly extension thereof North 00 degrees 34 minutes 35 seconds West, a distance of 228.48 feet to a point on the centerline of said Mangrove Drive; Thence on said centerline North 89 degrees 27 minutes 50 seconds West, a distance of 55.00 feet to the Point of Beginning.

PARCEL 7:

Commence at the Southeast corner of the Northeast 1/4 of said Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, for a POINT OF BEGINNING; run thence along the East boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 2, S.00°21'40"E., 450.23 feet; thence N.89°35'06"W., 1530.69 feet; thence N.14°57'26"W., 30.38 feet; thence N.16°22'54"E., 1191.52 feet; thence N.00°25'59"E., 87.82 feet; thence S.89°34'01"E., 1193.78 feet to a point on the East boundary of the aforesaid Southeast 1/4 of the Northeast 1/4 of Section 2; thence along said East boundary, N.00°21'59"W., 513.90 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 32 South, Range 18 East, Hillsborough County, Florida; thence along the North boundary of said Southwest 1/4 of the Northwest 1/4 of Section 1, S.89°36'27"E., 922.79 feet; thence S.00°00'37"W., 1325.52 feet to a point on the South boundary of said Southwest 1/4 of the Northwest 1/4 of Section 1; thence along said South boundary, N.89°38'12"W., 914.06 feet to the POINT OF BEGINNING.

PARCEL 8:

All of BAHIA BEACH TOWNHOMES PHASE 1A, according to the map of plat thereof as recorded in Plat Book 94, Page 32, Public Records of Hillsborough County, Florida.

PARCEL 9:

All of BAHIA BEACH TOWNHOMES PHASE 1B, according to the map of plat thereof as recorded in Plat Book 94, Page 33, Public Records of Hillsborough County, Florida.

PARCEL 10:

Bahia Beach Townhomes Phase 1B Addition

DESCRIPTION: A portion of land described as "Future Development" as shown on the plat of BAHIA BEACH SOUTH UNIT No. 1, as recorded in Plat Book 40, Page 81, of the Public Records of Hillsborough County, Florida, said land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of BAHIA BEACH TOWNHOMES PHASE 1B, according to the plat thereof as recorded in Plat Book 94, Page 33, of the Public Records of Hillsborough County, Florida, run thence along the Westerly and Southerly boundary of said BAHIA BEACH TOWNHOMES PHASE 1B the following five (5) courses: 1) S.18°07'01"E., 53.83 feet; 2) N.71°00'24"E., 24.28 feet; 3) S.18°59'36"E., 177.87 feet; 4) S.89°38'37"E., 115.21 feet to a point of curvature; 5) Northeasterly, 49.91 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 114°22'34" (chord bearing N.33°10'06"E., 42.02 feet) to a point on the Westerly right-of-way line of Bahia Beach Boulevard (Seagrape Drive by Plat) as shown on the aforesaid plat of BAHIA BEACH SOUTH UNIT NO. 1; thence along said Westerly right-of-way line the following two (2) courses: 1) S.24°01'11"E., 20.86 feet to a point of curvature; 2) Southwesterly, 49.91 feet along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 114°22'34" (chord bearing S.33°10'06"W., 42.02 feet) to a point of tangency; thence N.89°38'37"W., 239.76 feet; thence N.02°00'24"E., 236.86 feet; thence N.65°58'49"E., 149.77 feet to a point on the aforesaid Westerly right-of-way line of Bahia Beach Boulevard; thence along said Westerly right-of-way line S.24°01'11"E., 20.62 feet to the Northeast corner of the aforesaid BAHIA BEACH TOWNHOMES PHASE 1B; thence along the Northerly boundary of said BAHIA BEACH TOWNHOMES PHASE 1B, S.70°00'24"W., 143.67 feet to the POINT OF BEGINNING.

PARCEL 11 (Northeast Parcel):

DESCRIPTION: A portion land designated as "Future Development" as shown on the plat of BAHIA BEACH SOUTH UNIT No. 1, as recorded in Plat Book 40, Page 81, of the Public Records of Hillsborough County, Florida, said land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of BAHIA BEACH TOWNHOMES PHASE 1A, according to the plat thereof as recorded in Plat Book 94, Page 32, of the Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; run thence, N.01°21'34"E., 198.63 feet to a point on the Northerly boundary of said area designated as "Future Development"; thence along said Northerly and Easterly boundary of area designated as "Future Development", the following three (3) courses: 1) S.89°24'21"E., 218.91 feet to a point of curvature; 2) Southeasterly, 107.24 feet along the arc of said curve to the right having a radius of 61.00 feet and a central angle of 100°43'53" (chord bearing S.39°02'24"E., 93.95 feet) to a point of tangency; 3) S.11°19'32"W., 132.02 feet to point on the aforesaid North boundary of BAHIA BEACH TOWNHOMES PHASE 1A; thence along the North boundary of said plat of BAHIA BEACH TOWNHOMES PHASE 1A, N.88°38'26"W., 256.94 feet to the POINT OF BEGINNING.

PARCEL 12:

DESCRIPTION: A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, explicitly described as follows:

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road, (Bellamy Drive), at this point, N 89°54'50" W, a distance of 1406.51 feet; thence N 00°34'35" W, a distance of 1320.05 feet to a point on the West right-of-way boundary of Tarpon Drive and the POINT OF BEGINNING; From the POINT OF BEGINNING thus described, and departing said West right-of-way boundary, proceed thence N 89°54'50" W, a distance of 1225.45 feet to a point on the Hillsborough County Bulkhead Line; thence on said Bulkhead Line, N 25°50'54" E, a distance of 822.83 feet; thence N 18°30'00" E, a distance of 959.04 feet; thence S 89°08'05" W, a distance of 259.25 feet to the beginning of a curve concave Southeasterly having a radius of 50.00 feet and a central angle of 81°30'54", thence on that arc of said curve a distance of 71.14 feet, said arc subtended by a chord which bears S 48°22'38" W, a distance of 65.29 feet to the curve's end, thence S 07°37'10" W, a distance of 228.28 feet; thence S 22°54'30" W, a distance of 612.63 feet; thence S 33°52'10" W, a distance of 635.93 feet; thence N 62°41'10" W, a distance of 402.63 feet; thence N 33°52'10" E, a distance of 643.52 feet; thence N 22°54'30" E, a distance of 513.85 feet; thence N 06°12'05" E, a distance of 7.93 feet; thence departing said Bulkhead Line, S 83°41'32" E, a distance of 254.17 feet; thence N 06°28'55" E, a distance of 379.20 feet; thence S 43°28'58" E, a distance of 34.90 feet to the beginning of a curve concave Southeasterly having a radius of 25.00 feet and a central angle of 84°45'55"; thence on the arc of said curve a distance of 36.99 feet, said arc subtended by a chord which bears N 48°58'13" E, a distance of 33.70 feet to the curve's end, said point being on the South right-of-way boundary of aforesaid Tarpon Drive; thence on said right-of-way boundary, S 88°38'50" E, a distance of 754.94 feet to the beginning of a curve concave Southwesterly having a radius of 32.50 feet and a central angle of 106°43'05"; thence on the arc of said curve a distance of 60.53 feet; said arc subtended by a chord which bears S 35°17'18" E, a distance of 52.16 feet to the curve's end, thence S 18°04'15" W, a distance of 667.51 feet to the beginning of a curve concave Southwesterly having a radius of 232.50 feet and a central angle of 08°44'55"; thence on the arc of said curve a distance of 35.50 feet; said arc subtended by a chord which bears S 13°41'48" W, a distance of 35.47 feet to the curve's end, thence S 09°19'20" W, a distance of 301.09 feet to the beginning of a curve concave Northeasterly having a radius of 50.50 feet and a central angle of 33°20'55"; thence on the arc of said curve a distance of 29.39 feet, said arc subtended by a chord which bears S 07°21'08" E, a distance of 28.98 feet to the curve's end; thence S 24°01'35" E, a distance of 516.42 feet to the beginning of a curve concave Northwesterly having a radius of 25.00 feet and a central angle of 114°22'34"; thence on the arc of said curve a distance of 49.91 feet, said arc subtended by a chord which bears S 33°09'43" W, a distance of 42.02 feet to the curve's end; thence S 00°20'59" W, a distance of 55.00 feet; thence S 89°39'01" E, a distance of 92.63 feet to the beginning of a curve concave Southerly having a radius of 114.39 feet and a central angle of 16°25'36"; thence on the arc of said curve a distance of 32.80 feet, said arc subtended by a chord which bears S 81°26'14" E, a distance of 32.68 feet to the beginning of a reverse curve concave Northerly having a radius of 155.50 feet and a central angle of 16°14'24"; thence on the arc of said curve a distance of 44.07 feet, said arc subtended by a chord which bears S 81°20'39" E, a distance of 43.93 feet to the curve's end; thence S 89°27'50" E, a distance of 40.71 feet to the beginning of a curve concave Southeasterly having a radius of 25.00 feet and a central angle of 88°53'15"; thence on the arc of said curve a distance of 38.78 feet, said arc subtended by a chord which bears S 45°01'13" E, a distance of 35.01 feet to the curve's end; thence S 00°34'35" E, a distance of 177.57 feet to the Point of Beginning.

LESS: (LESS OUT PARCEL 1)

A parcel of land lying in the Southeast 1/4 of Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 2, thence S 89°54'50" E, along the South boundary of said Southeast 1/4 of Section 2, a distance of 155.07 feet; thence N 00°05'10" E, a distance of 1424.55 feet for a POINT OF BEGINNING; thence on a curve concave Northeasterly on an arc of 105.47 feet with a radius of 50.00 feet subtended by a chord of 86.94 feet to a point of tangency; thence N 31°35'25" E, a distance of 128.25 feet; thence S 80°24'35" E, a distance of 149.53 feet to a point on a curve of the Westerly right-of-way boundary of Mangrove Point Drive; thence on a curve concave Northeasterly on an arc of 59.34 feet with a radius of 50.00 feet, subtended by a chord of 55.92 feet, chord bearing S 24°24'35" E; thence S 31°35'25" W, a distance of 130.58 feet; thence N 89°16'01" W, a distance of 127.39 feet to the POINT OF BEGINNING.

LESS: (Lift Station) (LESS OUT PARCEL 2)

A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, explicitly described as follows:

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road, (Bellamy Avenue), at this point, N 89°54'50" W, a distance of 1694.30 feet thence N 00°05'10" E, a distance of 3009.28 feet to the Point of Beginning; thence N 88°38'50" W, a distance of 35.00 feet; thence N 01°21'10" E, a distance of 42.00 feet; thence S 88°38'50" E, a distance of 35.00 feet; thence S 01°21'10" W, a distance of 42.00 feet to the Point of Beginning.

LESS:

BAHIA BEACH TOWNHOMES PHASE 1B, according to the plat thereof as recorded in Plat Book 94, Page 33, of the Public Records of Hillsborough County, Florida.

ALSO LESS (1B TOWNHOMES ADDITION)

DESCRIPTION: A portion of land described as "Future Development" as shown on the plat of BAHIA BEACH SOUTH UNIT No. 1, as recorded in Plat Book 40, Page 81, of the Public Records of Hillsborough County, Florida, said land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of BAHIA BEACH TOWNHOMES PHASE 1B, according to the plat thereof as recorded in Plat Book 94, Page 33, of the Public Records of Hillsborough County, Florida, run thence along the Westerly and Southerly boundary of said BAHIA BEACH TOWNHOMES PHASE 1B the following five (5) courses: 1) S.18°07'01"E., 53.83 feet; 2) N.71°00'24"E., 24.28 feet; 3) S.18°59'36"E., 177.87 feet; 4) S.89°38'37"E., 115.21 feet to a point of curvature; 5) Northeasterly, 49.91 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 114°22'34" (chord bearing N.33°10'06"E., 42.02 feet) to a point on the Westerly right-of-way line of Bahia Beach Boulevard (Seagrape Drive by Plat) as shown on the aforesaid plat of BAHIA BEACH SOUTH UNIT NO. 1; thence along said Westerly right-of-way line the following two (2) courses: 1) S.24°01'11"E., 20.86 feet to a point of curvature; 2) Southwesterly, 49.91 feet along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 114°22'34" (chord bearing S.33°10'06"W., 42.02 feet) to a point of tangency; thence N.89°38'37"W., 239.76 feet; thence N.027°5'00'24"E., 236.86 feet; thence N.65°58'49"E., 149.77 feet to a point on the aforesaid Westerly right-of-way line of Bahia Beach Boulevard; thence along said Westerly right-of-way line S.24°01'11"E., 20.62 feet to the Northeast corner of the aforesaid BAHIA BEACH TOWNHOMES PHASE 1B; thence along the Northerly boundary of said BAHIA BEACH TOWNHOMES PHASE 1B, S.70°00'24"W., 143.67 feet to the POINT OF BEGINNING.

PARCEL 13 (Preserve Area):

DESCRIPTION: A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, explicitly described as follows:

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road, (Bellamy Drive), at this point, N 89°54'50" W, a distance of 1488.90 feet; thence N 00°05'10" E, a distance of 1577.50 feet to the POINT OF BEGINNING said point being on the Easterly right-of-way boundary of Tarpon Drive; From the POINT OF BEGINNING thus described, proceed thence on said Easterly right-of-way boundary, the same being the beginning of a curve concave Northeasterly having a radius of 100.50 feet and a central angle of 65°26'15", thence on that arc of said curve a distance of 114.78 feet, said arc subtended by a chord which bears N 56°44'42" W, a distance of 108.64 feet to the curve's end, thence N 24°01'35" W, a distance of 526.07 feet; thence N 09°19'20" E, a distance of 299.74 feet to the beginning of a curve concave Southeasterly having a radius of 177.50 feet and a central angle of 08°44'55"; thence on the arc of 27.10 feet, said arc subtended by a chord which bears N 13°41'48" E, a distance of 27.08 feet to the curve's end, thence N 18°04'15" E, a distance of 667.51 feet to the beginning of a curve concave Southwesterly having a radius of 87.50 feet and a central angle of 106°43'07"; thence an arc of said curve a distance of 162.98 feet, said arc subtended by a chord which bears N 35°17'18" W, a distance of 140.42 feet to the curve's end, thence departing said right-of-way boundary, N 01°21'10" E, a distance of 198.63 feet; thence N 89°24'45" W, a distance of 236.28 feet to a point on the Hillsborough County Bulkhead Line; thence on said Bulkhead Line, N 18°30'00" E, a distance of 141.04 feet; thence N 17°19'10" W, a distance of 1797.77 feet; thence N 09°54'40" W, a distance of 81.18 feet to a point on the North boundary of said

Section 2, thence departing said Bulkhead Line and on said North boundary S 89°34'25" E, a distance of 1143.96 feet; thence S 00°25'35" W, a distance of 1927.93 feet; thence S 16°22'30" W, a distance of 1191.56 feet; thence S 14°57'50" E, a distance of 271.96 feet; thence S 00°32'10" W, a distance of 400.00 feet to the Point of Beginning.

PARCEL 14 - (PARCEL NO. 1 O.R. 8080, Pg. 420):

A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, explicitly described as follows:

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road (Bellamy Avenue), at this point North 89°54'50" West, a distance of 2404.39 feet; thence North 00°05'10" East, a distance of 3716.83 feet to the Point of Beginning, said point being on the Westerly right-of-way boundary of Bahia Del Sol Drive. From the Point of Beginning thus described, proceed thence on said right-of-way boundary, South 01°59'21" East, a distance of 128.13 feet; thence South 06°28'55" West, a distance of 411.82 feet; thence South 43°28'58" East, a distance of 35.92 feet; thence departing said right-of-way boundary, South 06°28'55" West, a distance of 379.20 feet; thence North 83°41'32" West, a distance of 254.17 feet; thence North 06°12'05" East, a distance of 807.20 feet; thence North 01°53'40" West, a distance of 133.97 feet; thence South 83°59'21" East, a distance of 231.27 feet to the Point of Beginning.

PARCEL 14 - (PARCEL NO. 2 O.R. 8080, Pg. 420):

A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, explicitly described as follows:

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road (Bellamy Avenue), at this point North 89°54'50" West, a distance of 2361.48 feet; thence North 00°05'10" East, a distance of 4051.23 feet to the Point of Beginning, said point being on the Easterly right-of-way boundary of Bahia Del Sol Drive. From the Point of Beginning, thus described, proceed thence North 86°33'39" East, a distance of 124.69 feet; thence South 04°53'20" East, a distance of 298.45 feet to the beginning of a curve concave Northeasterly having a radius of 154.00 feet and a central angle of 40°37'14"; thence on the arc of said curve a distance of 109.18 feet, said arc subtended by a chord which bears South 25°11'57" East, a distance of 106.91 feet to the curve's end; thence South 45°30'35" East, a distance of 291.97 feet; thence South 43°55'50" West, a distance of 195.92 feet to the Northeasterly right-of-way boundary of Tarpon Drive; thence on said Northeasterly right-of-way boundary, North 45°44'10" West, a distance of 249.38 feet to the beginning of a curve concave Northeasterly having a radius of 262.50 feet and a central angle of 09°27'50"; thence on the arc of said curve a distance of 43.36 feet, said arc subtended by a chord which bears North 41°00'15" West, a distance of 43.31 feet to the curve's end; thence North 36°16'20" West, a distance of 75.46 feet to the intersection of the Northeasterly right-of-way boundary of Tarpon Drive with the Easterly right-of-way boundary of the aforementioned Bahia Del Sol Drive; thence departing said Northeasterly right-of-way boundary and on said Easterly right-of-way, North 01°59'21" West, a distance of 465.03 feet to the Point of Beginning.

PARCEL 14 - (PARCEL NO. 3 O.R. 8080, Pg. 420):

All that parcel of land being reserved for Water and Sewage Treatment plants as shown in BAHIA BEACH, UNIT NO. 1, as recorded in Plat Book 40, page 81, of the public records of Hillsborough County, Florida, being explicitly described as follows:

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road (Bellamy Avenue), at this point, North 89°54'50" West, a distance of 2113.42 feet; thence North 00°05'10" East, a distance of 3199.68 feet to the Point of Beginning. From the Point of Beginning thus described proceed thence North 88°38'50" West, a distance of 246.64 feet to a point of curvature of a curve concave Northeasterly, having a radius of 25.00 feet, and a central angle of 95°07'45"; thence on the arc of said curve a distance of 41.51 feet, said arc subtended by a chord which bears North 41°04'57" West, a distance of 36.90 feet to a point of tangency; thence North 06°28'55" East, a distance of 203.42 feet to the point of curvature of a curve concave Southeasterly, having a radius of 30.68 feet, and a central angle of 127°46'55"; thence on the arc of said curve a distance of 68.43 feet, said arc subtended by a chord which bears North 70°22'23" East, a distance of 55.10

feet to a point of tangency; thence South 45°44'10" East, a distance of 299.99 feet to the point of curvature of a curve concave Northwesterly, having a radius of 26.16 feet and a central angle of 137°05'20"; thence on the arc of said curve a distance of 62.58 feet, said arc subtended by a chord which bears South 22°48'30" West, a distance of 48.69 feet to the point of tangency and the Point of Beginning.

PARCEL 14 - (PARCEL NO. 4 O.R. 8080, Pg. 420):

A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, explicitly described as follows: 83y

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road (Bellamy Avenue), at this point North 89°54'50" West, a distance of 2404.39 feet; thence North 00°05'10" East, a distance of 3716.83 feet to the Point of Beginning; said point being on the Westerly right-of-way boundary of Bahia Del Sol Drive. From the Point of Beginning thus described, proceed thence North 83°59'21" West, a distance of 231.27 feet; thence North 01°53'40" West, a distance of 210.95 feet to the Southerly boundary of Parcel "B" of BAHIA DEL SOL CONDOMINIUM, as recorded in Condominium Plat Book 3, Page 53, of the public records of Hillsborough County, Florida; thence on said Southerly boundary, North 88°00'39" East, a distance of 228.67 feet to the aforesaid Westerly right-of-way boundary of Bahia Del Sol Drive; thence departing said Southerly boundary and on said Westerly right-of-way boundary, South 01°59'21" East, a distance of 243.14 feet to the Point of Beginning.

PARCEL 14 - (PARCEL NO 5 O.R. 8080, Pg. 420):

A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, explicitly described as follows:

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road (Bellamy Avenue), at this point North 89°54'50" West, a distance of 1615.46 feet; thence North 00°05'10" East, a distance of 3188.67 feet to the Point of Beginning, said point being on the Northerly right-of-way boundary of Tarpon Drive. From the Point of Beginning thus described, proceed thence on said right-of-way boundary, North 88°38'49" West, a distance of 310.78 feet; thence North 57°56'16" West, a distance of 99.66 feet to the beginning of a curve concave Northeasterly having a radius of 272.50 feet and a central angle of 12°12'05"; thence on the arc of said curve a distance of 58.02 feet, said arc subtended by a chord which bears North 51°50'13" West, a distance of 57.92 feet to the curve's end; thence North 45°44'10" West, a distance of 50.62 feet; thence departing said right-of-way boundary, North 43°55'50" East, a distance of 195.92 feet; thence South 45°30'35" East, a distance of 64.34 feet to the beginning of a curve concave Northeasterly, having a radius of 92.00 feet and a central angle of 43°54'10"; thence on the arc of said curve a distance of 70.49 feet, said arc subtended by a chord which bears South 67°27'40" East, a distance of 68.78 feet to the curve's end; thence South 89°24'45" East, a distance of 236.28 feet; thence South 01°21'10" West, a distance of 198.63 feet to the Point of Beginning.

PARCEL 14 - (PARCEL NO. 6 O.R. 8080, Pg. 420):

A parcel of land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida, explicitly described as follows:

From the Southeast corner of said Section 2, proceed thence on the South boundary thereof, also being the centerline of Shell Point Road (Bellamy Avenue), at this point North 89°54'50" West a distance of 2361.46 feet; thence North 00°05'10" East, a distance of 4051.23 feet to the Point of Beginning, said point being on the Easterly right-of-way boundary of Bahia Del Sol Drive, from the Point of Beginning thus described, proceed thence North 86°33'39" East, a distance of 124.69 feet; thence South 04°53'20" East, a distance of 190.86 feet; thence South 86°57'52" West, a distance of 134.34 feet to the Easterly right-of-way boundary of the aforementioned Bahia Del Sol Drive; thence on said Easterly right-of-way, North 01°59'21" West, a distance of 189.91 feet to the Point of Beginning.

PARCEL 15:

All that part of the platted right-of-ways as shown on the plat of BAHIA BEACH SOUTH UNIT No. 1, as recorded in Plat Book 40, Page 81, of the Public Records of Hillsborough County, Florida, said land lying in Section 2, Township 32 South, Range 18 East, Hillsborough County, Florida.

LESS said platted right-of-way lying North of a line having a bearing of S.88°01'03"W., 55.00 feet, from the Northwest corner of Parcel 6, as recorded in Official Records Book 8080, Page 420, Public Records of Hillsborough County, Florida.

Containing 367.006 acres, more or less.

ALL OF THE FOREGOING PARCELS LESS AND EXCEPT:

1. (ELAPP Exchange Parcel)

That part of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 32 South, Range 18 East lying Northerly of Shell Point Road, AND that part of the Southwest 1/4 of the Southwest 1/4 of Section 1, Township 32 South, Range 18 East lying Northerly of Shell Point Road, being more particularly described as follows:

Begin at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 1; thence on the North boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 1, North 89°58'02" East, a distance of 1324.34 feet; thence on the East boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 1, South 00°20'49" East, a distance of 1244.27 feet thence the following two (2) courses on a line parallel with and 30.00 feet Northerly of the Northerly right-of-way line of Shell Point Road: (1) North 89°54'29" West, a distance of 1323.81 feet; (2) North 89°54'46" West, a distance of 1284.01 feet; thence North 58°06'40" West, a distance of 6.95 feet; thence on a line parallel with and 30.00 feet Easterly of the Easterly right-of-way line of 32nd STREET NORTHWEST, as described in Official Records Book 4977, Page 11, of the Public Records of Hillsborough County, Florida, North 00°25'36" West, a distance of 1230.75 feet to a point on the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 2; thence on said North boundary, North 89°46'39" East, a distance of 1291.02 feet to the POINT OF BEGINNING.

The above described parcel contains 74.448 acres more or less, or 3242965 square feet more or less.

2. All real property now or hereafter owned by The Club at Little Harbor, LLC.

EXHIBIT "B"
ARTICLES OF INCORPORATION

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LITTLE HARBOR PROPERTY OWNERS' ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

1. Name of Corporation. The name of the corporation shall be LITTLE HARBOR PROPERTY OWNERS' ASSOCIATION, INC.

2. Principal Office; Mailing Address. The principal office of the Association is located at 502 Bahia Beach Boulevard, Ruskin, FL 33570. The mailing address of the Association is c/o EarthMark Companies, 12800 University Drive, Suite 400, Fort Myers, Florida 33907.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is c/o EarthMark Companies, 12800 University Drive, Suite 400, Fort Myers, Florida 33907. The name of the Registered Agent of the Association is:

DOUG CORDELLO

4. Definitions. A declaration entitled Amended and Restated Declaration of Covenants, Conditions and Restrictions for Little Harbor (the "Declaration") will be recorded in the Public Records of Hillsborough County, Florida, and shall govern all of the operations of a community known as Little Harbor Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas and the Limited Common Areas and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, as set forth in the Declaration and Bylaws.

8. Voting Rights. Owners and Declarant shall have the voting rights set forth in the Declaration and Bylaws.

9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. Board members shall be appointed and/or elected as stated in the Bylaws. The election of Directors shall be held at the annual meeting of Members. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME

ADDRESS

Doug Cordello

12800 University Drive, Suite 400
Fort Myers, Florida 33907

Alex Pockrus

12800 University Drive, Suite 400
Fort Myers, Florida 33907

Michael Rosen

12800 University Drive, Suite 400
Fort Myers, Florida 33907

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over Little Harbor Community for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, the Limited Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. Upon dissolution, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be conveyed to a non-profit corporation similar to the Association.

11. Duration. The Association shall have perpetual existence.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever.

12.2. Amendments Prior to Turnover. Prior to Turnover, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving the Declarant's consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after Turnover set forth in Section 12.3 hereof.

12.3. Amendments After the Turnover Date. After Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of seventy-five percent (75%) of the Board.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

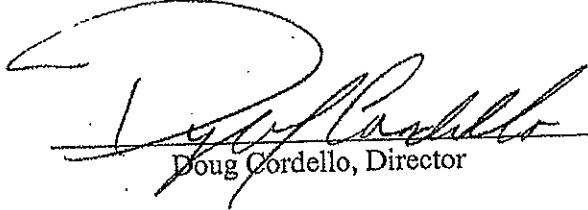
13.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.

14. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

15. Indemnification of Officers and Directors. The Association shall indemnify and hold harmless every officer or director of the Association and member of the ARB against any and all expenses, including court costs and reasonable attorneys' fees, reasonably incurred by or imposed upon any current or former officer or director of the Association and member of the ARB in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director of the Association or member of the ARB. The officers or directors of the Association and members of the ARB shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Owners or Members of the Association), and the Association shall indemnify and forever hold each such officer, director and member of the ARB free and harmless, against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association or member of the ARB, or former officer, director or member may be entitled. Such indemnification shall continue as to a person who has ceased to be a director, officer, member of the ARB, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such a person. An adjudication of liability shall not affect the right to indemnification for those indemnified.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its directors or officers or Declarant or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the officer or director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said officers' or directors' votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that such director or officer may be interested in any such contract or transaction. Interested directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.


IN WITNESS WHEREOF, for the purposes of Amending and Restating the Articles of Incorporation of this Association under the laws of the State of Florida, the undersigned has executed these Amended and Restated Articles of Incorporation as of the 19 day of JANUARY 192005.


Doug Cordello, Director

ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 21st day of January, 2005.



W. SCOTT CALLAHAN, ESQ.

ARTICLES OF CORRECTION
FOR
LITTLE HARBOR PROPERTY OWNERS' ASSOCIATION, INC.

759305

Pursuant to the provisions of Section 617.0124, Florida Statutes, this corporation not for profit files these Articles of Correction within 10 days of the file date of the document being corrected.

These Articles of Correction correct the Amended and Restated Articles of Incorporation or Little Harbor Property Owners' Association, Inc., filed with the Department of State on January 25, 2005.

The incorrect statement is:

"3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 12800 University Drive, Suite 400, Fort Myers, Florida 33907. The name of the Registered Agent of the Association is:

DOUG CORDELLO"

The correct statement is:

"3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is c/o Stump, Storey, Callahan, Dietrich & Spears, P.A., 37 N. Orange Avenue, Suite 200, Orlando, Florida 32802-3388. The name of the Registered Agent of the Association is:

W. SCOTT CALLAHAN, ESQ."

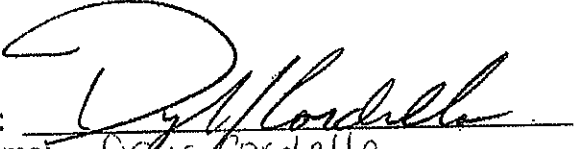
By: 
Name: Doug Cordello
Title: Vice President

EXHIBIT "C"

BYLAWS

AMENDED AND RESTATED BYLAWS
OF
LITTLE HARBOR PROPERTY OWNERS' ASSOCIATION, INC.

(A Florida Corporation Not for Profit)

ARTICLE I
IDENTITY

1.1 **NAME**. The name of this corporation is Little Harbor Property Owners' Association, Inc. (the "**Association**").

1.2 **ADDRESS**. The principal office of the Association shall be located at 502 Bahia Beach Boulevard, Ruskin, FL 33570. The mailing address of the Association shall be at 12800 University Drive, Suite 400, Fort Myers, Florida 33907. The address of the principal and mailing office may be changed at the discretion of the Board of Directors.

1.3 **DECLARATION**. These Bylaws are being adopted in connection with that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LITTLE HARBOR, and any amendments or supplements thereto, as recorded in the Public Records of Hillsborough County, Florida (the "**Declaration**"). All capitalized terms used but not otherwise defined herein shall be given the meanings ascribed to such terms in the Declaration.

ARTICLE II
MEMBERSHIP

2.1 **MEMBERS**. Every Owner of a Lot or Unit shall be deemed to have membership in the Association. Membership shall continue until the Member transfers or conveys his, her or its Lot or Unit or the interest is transferred by operation of law, at which time the membership shall automatically be conferred upon the transferee. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically canceled when the membership terminates as provided herein.

2.2 **VOTING RIGHTS**. The votes of Members other than Declarant to be cast at meetings of the Association shall be cast by the Members' voting Members (each, a "**Voting Member**"). If the Lot or Unit owned by a Member is operated, governed or administered by a Neighborhood Association, the Voting Member for such Member shall be a Member who is appointed by the board of directors of the Neighborhood Association to act as the Voting Member and so designated in writing by the Neighborhood Association. If there is no Neighborhood Association for a Neighborhood, the Association shall hold a Neighborhood meeting whereby the members of such Neighborhood shall elect the Voting Member for that Neighborhood. No member of a Neighborhood other than the Voting Member and Declarant may cast votes at a meeting of the Association. The number of votes belonging to a Neighborhood Association shall be equal to the number of Lots or Units located within such

Neighborhood, with the relative voting weights among all of the Lots or Units within the Property being equal. The Owner of a Lot or Unit not located within a Neighborhood shall have one vote for each Lot or Unit owned, except that two Lots may be combined to form one Lot with one Unit in accordance with the provisions of the Declaration, in which event the Owner shall have a total of only one vote in the Association.

ARTICLE III MEETINGS

3.1 ANNUAL MEETING. The annual Members' meeting shall be held at a date and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. Unless determined otherwise by the Board of Directors, the annual meeting shall be held at (i) the principal office of the Association; or (ii) such other place within Hillsborough County as designated by the president of the Association. The meeting shall be held at such a time as the directors shall determine from time to time. The purpose of such meeting shall be the election of directors (after Turnover) and the transaction of other business authorized to be transacted by Members. The order of business shall be as determined by the Board of Directors.

3.2 SPECIAL MEETINGS. Special meetings may be called by a majority of the Board of Directors, or by written request of a majority of the voting rights of the Members, for any purpose and at any time within Hillsborough County. Business transacted at all special meetings shall be confined to the objects and action to be taken, as stated in the notice of the meeting.

3.3 QUORUM. Thirty percent (30%) of the votes entitled to be cast by Members represented at an annual or special meeting shall constitute a quorum. A majority of the votes entitled to be cast by Members represented at an annual or special meeting may adjourn the meeting to a future date, provided that the different date, time or place is announced at the meeting. A majority of all votes entitled to be cast by the Members represented at a meeting where a quorum is present shall decide any question brought before the meeting, except when a lesser or greater vote is otherwise specifically required by the Declaration, Articles of Incorporation or these Bylaws.

ARTICLE IV NOTICE

4.1 ANNUAL MEETING. Written notice of the annual meeting shall be mailed or delivered by the Secretary, the manager hired by the Association, or such other person as the Board of Directors shall be directed to deliver such notice, not less than fifteen (15) nor more than sixty (60) days before the date of such meeting, to each Member at his or her address as listed in the Association records. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

4.2 SPECIAL MEETINGS. Notice of special meetings of the Members shall be mailed or delivered by the Secretary at least two (2) days before such meeting to each Member at his or her address as listed in the Association records, stating the purpose of such meeting.

4.3 WAIVER. Members may take action by written agreement, without conducting meetings, on all matters for which action may be taken at meeting if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. Nothing herein is to be construed to prevent Members from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE V BOARD OF DIRECTORS

5.1 BOARD OF DIRECTORS. The members of the Board of Directors shall be those persons set forth in the Articles of Incorporation, who shall serve until Turnover or until replaced by Declarant.

5.2 BOARD ELECTIONS. At the first annual meeting of Members immediately succeeding Turnover, and at each annual meeting thereafter, the Board of Directors shall be elected by the Members of the Association, by and through their Voting Members, and such Directors shall serve until their successors are duly elected, qualified and seated or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs. Notwithstanding anything to the contrary herein, after Turnover, at any time when Declarant owns at least five percent (5%) of the Lots or Units in Little Harbor Community, Declarant shall have the right to appoint one Director. The procedure for electing Directors by the Member(s) shall be by written and sealed ballot (by Voting Members in accordance with Section 2 of Article II of these Bylaws) and by a plurality of the votes cast, each person voting being entitled to cast his or her vote(s) for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.3 POWERS. All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, subject only to approval by Members of the Association when such approval is specifically required. The Board of Directors shall have all of the common law and statutory powers of a corporation not for profit under Chapter 617, Florida Statutes, together with any powers granted to it pursuant to the terms of the Declaration, the Articles of Incorporation, and these Bylaws. Such powers shall include but not be limited to:

5.3.1 To enforce, by legal action or otherwise, the provisions of the Declaration, the Articles, these Bylaws, the Rules and Regulations and other agreements governing or binding the Association and Little Harbor Community.

5.3.2 To require all Lot and Unit Owners to be Members of the Association.

5.3.3 Operate and maintain the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and Wetland Mitigation Areas.

5.3.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, the Articles, and these Bylaws.

5.3.5 To pay all Common Expenses including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas, the Limited Common Areas or other property of the Association, and to establish a reserve fund for capital improvements, repairs and replacements.

5.3.6 The power to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed.

5.3.7 To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas and the Limited Common Areas) in connection with the functions of the Association except as limited by the Declaration.

5.3.8 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

5.3.9 To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas or the Limited Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

5.3.10 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

5.3.11 To adopt, publish, promulgate and enforce Rules and Regulations governing the Association, Little Harbor Community, the Common Areas, the Limited Common Areas, Lots and Units as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

5.3.12 To sue and be sued, and to have and exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

5.3.13 To employ personnel and retain independent contractors to contract for management of the Association, Little Harbor Community, the Common Areas and the Limited Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

5.3.14 To contract for goods and services to be provided to, or for the benefit of, the Association, Owners, the Common Areas and the Limited Common Areas, and Little Harbor Community as provided in the Declaration such as, but not limited to, exclusive systems for the provision of Telecommunications Services, installation of a Community Control System, operation and maintenance of the Surface Water Management Facilities, insurance, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such services.

5.3.15 The power to establish additional officers and/or directors of the Association and to appoint all officers as provided herein.

5.3.16 To establish committees and delegate certain of its functions to those committees.

5.3.17 To enter into agreements and/or contracts with the CDD under which the Association shall perform certain maintenance, management and/or other agreed upon services for the CDD with respect to CDD Property.

5.3.18 The foregoing enumeration of powers shall not limit or restrict the exercise of others and further powers which may now or hereafter be permitted by the Declaration, Articles and applicable law.

5.4 FUNDS AND TITLES TO PROPERTIES. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held for the benefit of the Owners in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Owners, Directors, or Officers of the Association.

5.5 NUMBER. The number of Directors shall be an odd number with not less than three (3) nor more than five (5) members. Except for those Directors appointed or elected by Declarant, each director shall be a Member of the Association. A director elected to the Board of Directors (other than those directors appointed by Declarant) shall hold office until the first annual meeting subsequent to the election of such Director and, thereafter, the term of office shall be for one (1) year and subject to annual reelection.

5.6 VACANCY. Prior to Turnover, any vacancy in the Board of Directors shall be filled by a majority vote of the remaining directors. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after Turnover, the remaining directors shall elect a person to serve as a director for the unexpired portion of the term of the former director; provided, however, that in the event a vacancy is created by the removal or resignation of any director appointed by Declarant after Turnover, such vacancy may be filled by Declarant if Declarant is permitted by Section 5.2 herein to appoint a director at such time. In the event that there are no remaining members of the Board of Directors, the vacancies shall be filled by persons elected by the Members of the Association, through their Voting Members, at a special meeting of the Members called for that purpose.

5.7 REMOVAL. Prior to Turnover, any director may be removed with or without cause by Declarant. Any director may be removed from office at any time, with or without cause, by the vote or agreement in writing by a majority of all votes of the Members of the

Association, through their Voting Members, at a special meeting of the Members called for that purpose. The procedures for removal by the Members shall be in accordance with Section 617.0808 of the Florida Statutes (or any applicable provision of succeeding law).

5.8 COMPENSATION. No compensation shall be paid to directors for their services as directors, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor. In that case, however, the compensation must be approved in advance by the Board of Directors and the director to receive such compensation shall not be permitted to vote on his or her compensation. The Board of Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Association.

5.9 REGULAR MEETING. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Members. Additional regular meetings may be held as provided by resolution of the Board of Directors.

5.10 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the president or a majority of the directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed or delivered at least two (2) days before such meeting, to each director at his or her address as listed in the Association records unless such notice is waived.

5.11 QUORUM AND VOTING. A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting. Notice of any adjourned meeting shall be given to the directors who were not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. A majority vote of the directors shall decide any matter before the Board, unless a greater or lesser vote is specifically required in the Articles of Incorporation, these Bylaws or the Declaration.

5.12 ATTENDANCE BY MEMBERS. Members have the right to attend all meetings of the Board and/or a committee of the Board, except for, (i) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege or, (ii) where the meeting is held for the purpose of discussing personnel matters.

5.13 NOTICE. Notice of all Board of Directors meetings shall be posted in a conspicuous place in the community, as required by the applicable provisions of the Florida Statutes (currently, Section 720.303(2) of the Florida Statutes), as the same may be amended from time to time. If notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at each Member's residence in Little Harbor Community at least seven (7) days in advance of the meeting. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessment. Written notice in accordance with this paragraph shall also be provided with respect to meetings of any committee when a final decision will be made regarding the expenditure of Association funds,

and with respect to meetings of the Architectural Review Board, to the extent required by Section 720.303(2) of the Florida Statutes.

ARTICLE VI OFFICERS

6.1 NUMBER. The officers shall include a president, vice-president, secretary and treasurer, each of whom shall be elected by the Board of Directors. Such assistant officers as deemed necessary may be elected by the Board of Directors. The president and secretary may not be the same person. After Turnover, Officers must be Members of the Association (or a person exercising the membership rights of an Owner who is not a natural person). All officers shall act without compensation unless otherwise provided by resolution of the Board of Directors.

6.2 ELECTION AND TERM. Each officer shall be elected annually by the Board of Directors at the first directors' meeting following the annual Member meeting and shall hold office until his or her successor shall have been elected and duly qualified, unless removed by the Board.

6.3 PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all Association affairs. The president shall preside at all Member and Board of Directors meetings and sign all documents and instruments on behalf of the Association.

6.4 VICE-PRESIDENT. In the president's absence, the vice-president shall perform the president's duties and, in such capacity, shall have all the powers and responsibilities of the president. The vice-president shall, moreover, perform such duties as may be designated by the Board of Directors.

6.5 SECRETARY AND ASSISTANT SECRETARY. The Secretary shall (a) countersign all documents and instruments on behalf of the Association; (b) record the minutes of meetings of Members and Directors; (c) give notices required by these Bylaws; and (d) have custody of, maintain and authenticate the records of the Association, other than those maintained by the Treasurer. The Assistant Secretary, if any, is authorized to perform the same duties as the Secretary.

6.6 TREASURER. The Treasurer shall (a) have custody of all funds of the Association; (b) deposit such funds in such depositories as may be selected as hereinafter provided; (c) disburse funds; and (d) maintain financial records of the Association, which shall be available for inspection by any Member during business hours on any week day.

6.7 REMOVAL. Any officer may be removed by a majority vote of the Board of Directors called for that particular purpose, and the vacancy shall be filled by a majority vote of directors at the same meeting.

ARTICLE VII
BOOKS AND RECORDS

7.1 RECORDS TO BE MAINTAINED. The Association shall keep records of minutes of all meetings of the Board of Directors and Members, a record of all actions taken by the Board of Directors and Members without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association. A vote or abstention from voting on each matter voted upon by each Director present at a Board of Directors meeting must be recorded in the Board minutes. Copies of the minutes of all meetings of the Board of Directors and Members must be maintained for at least seven (7) years. The Association shall also keep a copy of the following records: (a) copies of any plans, specifications, permits and warranties related to any improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair or replace; (b) its Bylaws and all amendments thereto currently in effect; (c) its Articles of Incorporation and all amendments thereto currently in effect; (d) a copy of the Declaration and a copy of each amendment thereto; (e) a copy of the current Rules and Regulations of the Association (if any); (f) a current roster of all Members and their mailing addresses and parcel identifications; the Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission; the electronic mailing addresses and numbers provided by Unit Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked; (g) a copy of all of the Association's insurance policies (which policies must be retained for at least seven (7) years); (h) a current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year; (i) the financial and accounting records described in Article IX, Section 6 of these Bylaws; (j) a copy of the disclosure summary described in Florida Statutes Section 720.401(1); (k) all other written records of the Association not specifically included above which are related to the operation of the Association.

7.2 INSPECTION AND COPYING OF RECORDS. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The official records shall be kept within the state and shall be open for inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. If the Association has a copy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages.

ARTICLE VIII
MANAGER AND EMPLOYEES

8.1 The Board of Directors may employ the services of a manager and other employees and agents to actively manage, operate, and care for the Common Areas and may specify such powers, duties, and compensation as the Board may deem appropriate and provide by resolution. Managers, employees and agents shall serve at the pleasure of the Board of Directors.

ARTICLE IX
CONTRACTS AND FINANCES

9.1 CONTRACTS. The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name or on behalf of the Association, and such authority may be general or limited.

9.2 LOANS. No loans shall be contracted for on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

9.3 CHECKS. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such Officers or agents of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

9.4 DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time in banks, trust companies, or other depositories as the Board of Directors may select.

9.5 FISCAL YEAR. The first fiscal year of the Association shall be the consecutive twelve calendar-month period ending on December 31st.

9.6 FINANCIAL RECORDS. The Association shall maintain financial and accounting records according to good practice which shall be open to inspection and copying by Members at reasonable times in accordance with Section 2 of Article VII of these Bylaws. Such records shall include (a) accurate, itemized and detailed records of all receipts and expenditures; (b) a current account and periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due; (c) all tax returns, financial statements, and financial reports of the Association; (d) any other records that identify, measure, record or communicate financial information. All financial and accounting records shall be maintained for a period of at least seven (7) years.

9.7 FINANCIAL REPORTING. The Association shall prepare an annual financial report within sixty (60) days after the close of each fiscal year. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the

financial report is available upon request at no charge to the Member. The financial report must be prepared in accordance with Section 720.303(7), Florida Statutes, as may be amended.

ARTICLE X AMENDMENTS

10.1 These Bylaws may be amended or repealed by new Bylaws upon a majority vote of the Board of Directors; provided, however, that at no time shall the Bylaws conflict with the terms of the Declaration and the Articles of Incorporation.

ARTICLE XI REGULATIONS

11.1 The Board of Directors may adopt such uniform Rules and Regulations governing the operation of the Common Areas as may be deemed necessary and appropriate to assure the enjoyment of all Members and to prevent unreasonable interference with the use of such areas. Such Rules and Regulations shall be consistent with applicable law, the Declaration, the Articles of Incorporation, and these Bylaws. A copy of such Rules and Regulations shall be furnished to each Member and shall be posted and made available in the offices of the Association.

ARTICLE XII ANNUAL BUDGET

12.1 ADOPTION BY THE BOARD. The Board of Directors shall annually adopt the budget for the Association. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, Declarant or another person.

12.2 REPORTING TO MEMBERS. The Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

ARTICLE XIII COLLECTION OF ASSESSMENTS

13.1 Assessments for the payment of Common Expenses shall be made and collected by the applicable Neighborhood Association for the Lot or Unit within the Little Harbor Community.

ARTICLE XIV
FINES AND OTHER SANCTIONS

14.1 The Association may charge reasonable fines and impose other sanctions for the failure of a Member or his or her tenants, guests or invitees to comply with any provisions of the Declaration, Articles of Incorporation, the Bylaws or Rules and Regulations adopted by the Association. The procedures for the imposition of fines and other sanctions are set forth in the Declaration.

ARTICLE XV
COMMITTEES

15.1 The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees comprised from among its members which, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; provided, however, that no such committee shall have the authority to (a) approve or recommend to Members actions or proposals required to be approved by the Members, (b) fill vacancies in the Board of Directors or any committee, or (c) adopt, amend or repeal Bylaws. The designation of such committees and the delegation of authority thereto shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed by law.

15.2 Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Association Members.

15.3 Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided for original appointments.

15.4 Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the entire committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

15.5 Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE XVI
DECLARANT'S CONTROL

16.1 Notwithstanding anything contained herein to the contrary, Declarant shall have full right and authority to manage the affairs and exclusive right to elect the Board of Directors of the Association (who need not be Owners) until the earliest of the following shall occur: (i) three (3) months after Declarant has conveyed to Members ninety percent (90%) all of the Lots or Units in the Little Harbor Community, or (ii) on the date which Declarant voluntarily elects to

relinquish its control of the Association as evidenced by an express amendment to the Declaration executed and recorded by Declarant in the Public Records of the County.

16.2 So long as Declarant owns at least five percent (5%) of the Lots or Units in Little Harbor Community, Declarant shall have the right to appoint one Director.

**ARTICLES OF AMENDMENT
OF
MARINER'S CLUB BAHIA BEACH HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

FILE
03 SEP 25 AM 10:2
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I. The name of the corporation is Mariner's Club Bahia Beach Homeowners Association, Inc.

II. The Articles of Incorporation of Mariner's Club Bahia Beach Homeowners Association, Inc. are hereby amended by deleting all references to Mariner's Club Bahia Beach Homeowners Association, Inc. and replacing them with The Town Homes at Mariner's Club Bahia Beach Homeowners Association, Inc. for the sole purpose of changing the name of the corporation.

III. The Articles of Incorporation of Mariner's Club Bahia Beach Homeowners Association, Inc. are hereby further amended by deleting all references to Mariner's Club Bahia Beach and replacing them with The Town Homes at Mariner's Club Bahia Beach for the sole purpose of changing the name of the Declaration and to avoid conflicts in the homeowners' documents.

IV. At a special meeting of the Board of Directors held on 9/14/03, 2003, and at which a quorum was present, a vote of a majority of the Directors present and voting was held in favor of adopting this amendment. A majority vote of the Board of Directors was sufficient for approval.

V. The changes proposed herein do not adversely affect the Developer.

VI. There are no members entitled to vote on this amendment.

IN WITNESS WHEREOF, the President has executed these Articles of Amendment this 19th day of day of September, 2003.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature

ROBERT NEWMAN
Print Name

[Signature]
Signature: Alexander Pockrus

Alexander Pockrus
President
Print Name

† [Signature]
Witness Signature

† ZINA MARAVILLA
Print Name

STATE OF FLORIDA

COUNTY OF Hillsborough

I HEREBY CERTIFY that on the 19th day of September, 2003, personally appeared before me, the undersigned authority, Alexander Poekrus, as President of The Town Homes at Mariner's Club Bahia Beach Homeowners Association, Inc. (formerly Mariner's Club Bahia Beach Homeowners Association, Inc., a Florida not-for-profit corporation), on behalf of the corporation. He is personally known to me OR has produced _____ as identification and did not take an oath.

My Commission Expires _____

Cynthia L. Pride
NOTARY PUBLIC



Cynthia L. Pride
Commission #DD179326
Expires: Jan 22, 2007
Bonded Thru
Atlantic Bonding Co., Inc.