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Return To:  
Nature's Edge Community Ass'n., Inc.  
P.O. Box 435 -R  
Waverly, Fl. 33877

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE  
NATURE'S EDGE RESORT**

**WHEREAS**, S.D.H Enterprises, a Florida General Partnership, Greene Home Corporation, a Florida Corporation, DeSoto Developer Incorporation, a Florida Corporation, and R.A. Greene, as Trustee under Trust Agreement dated November 1, 1991, known as "Nature's Edge Land Trust", were the Developers of the following described real property;

1. Nature's Edge Resort, Phase One, according to the plat thereof recorded in Plat Book 87, pages 18, *et. seq.*, public records of Polk County, Florida (hereinafter referred to as the "Phase 1 Plat", and the property depicted on the Phase 1 Plat shall hereinafter be referred to as the "Phase 1 Property");
2. Key West Village, Phase Two, according to the plat thereof recorded in Plat Book 109, pages 8, *et. seq.*, public records of Polk County, Florida (hereinafter referred to as the "Phase 2 Plat", and the property depicted on the Phase 2 Plat shall hereinafter be referred to as the "Phase 2 Property");

**WHEREAS**, the real property described on the Plats described above is hereinafter sometimes collectively referred to as "Nature's Edge" or "Nature's Edge Community":

**WHEREAS**, the above Developer(s) imposed separate restrictions for the Phase 1 Property and Phase 2 Property, which have and, as amended and restated, shall continue to be covenants running with the land for the benefit of the Developer and its successors in title to the various Lots and the Nature's Edge Community;

**WHEREAS**, a separate set of restrictions were recorded for each phase of Nature's Edge Community (hereinafter collectively referred to as the "Individual Phase Declarations") as set forth hereafter:

- A. "Declaration of Covenants and Restrictions of the Nature's Edge Resort" recorded on December 21, 1988, in Official Records Book 2697, page 1154, Public Records of Polk County, Florida (hereinafter referred to as the "Individual Phase 1 Declaration"), as amended;
- B. "Declaration of Covenants and Restrictions of the Key West Village Phase II of Nature's Edge Resort" recorded on July 21, 1999, in Official Records Book 4283, page 1961, Public Records of Polk County, Florida (hereinafter referred to as the "Individual Phase 2 Declaration"), as amended;

**WHEREAS**, Nature's Edge Community Association, Inc. was established to maintain, administer and control certain property within Nature's Edge Community, and to administer and enforce the covenants and restrictions;

**WHEREAS**, the Developer(s) directly controlled management of all property within the Nature's Edge Community until the time at which the Developer turned over to the Association management of the affairs of the Nature's Edge Community;

**WHEREAS**, the Community and the Association have determined that having one uniform declaration covering the entire Community, as opposed to a separate declaration for each phase would be beneficial and less confusing to the Owners and the public;

**WHEREAS**, the Community and the Association have determined that the most efficient way to manage the affairs of the Community is through the establishment of an Amended and Restated Declaration of Covenants and Restrictions of the Nature's Edge Community, which would amend and restate all of the Individual Phase Declarations, as amended;

**WHEREAS**, the Community and the Association have additionally determined that various provisions of the Individual Phase Declarations should be amended and restated;

**WHEREAS**, the Association desires to and does impose this Amended and Restated Declaration of Covenants and Restrictions for Nature's Edge Community on the real property within the Nature's Edge Community, and, accordingly, pursuant to the laws of Florida, prepared this document to amend and restate the Individual Phase Declarations;

**WHEREAS**, this Amended and Restated Declaration of Covenants and Restrictions of the Nature's Edge Community may hereinafter be referred to as the "Amended and Restated Declaration", or the "Declaration";

**WHEREAS**, the purpose of this Amended and Restated Declaration is to substantially and completely amend and restate the covenants, conditions and restrictions previously imposed upon the Nature's Edge Community including the Individual Phase 1 Declaration and Individual Phase 2 Declaration and impose this Amended and Restated Declaration upon the real property within the Nature's Edge Community;

**WHEREAS**, in accordance with the provisions of each of the Individual Phase Declarations, the owners of the majority of the Lots within Nature's Edge Community, together with a majority of the Board of Administration/Directors, have the right to modify or amend the restrictions set forth in the Individual Phase Declarations;

**WHEREAS**, the Association has certified that this Amended and Restated Declaration has been duly adopted by obtaining the requisite approval as required by the Individual Phase Declarations, and that this Amended and Restated Declaration shall be effective upon its recordation in the Public Records of Polk County, Florida;

**NOW THEREFORE**, in consideration of the premises and the covenants herein contained, the Community and the Association hereby declares that henceforth the Individual Phase Declarations are merged into and are superseded and completely replaced by this Declaration such that the real property within the Community, and all additions thereto, to the extent permitted by law, shall be owned, held and conveyed subject to the covenants, conditions, restrictions, easements, reservations and liens herein established, all of which, to the extent permitted by law, shall be covenants running with the land and shall be binding and inure to the benefit of the Association and the owners of land within the Community, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

### **ARTICLE 1 - Purpose**

1.1 The Nature's Edge Community Association, Inc. is a Florida non-profit corporation created for the purpose of taking title to and operating, maintaining, repairing, and replacing the common improvements constructed and to be constructed within the Community as described below, which includes by way of description and not limitation the entryways, roads, streets, parking areas, lawns, gardens, shrubs and trees, which are not a part of individual lots or residential units, water and sewer mains and lines, lift stations and related facilities, and utility services not owned by others, ditches, drainage areas, recreation hall, swimming pool, shuffleboard courts, any other recreation areas added from time to time, and all other services and utilities which at a later time could include television service, which are not metered or charged to the individual lots or residential units, and for any other proper purpose, as in accordance with the Association's Articles, as the same may be amended and/or restated from time to time, and the provisions of Florida law.

### **ARTICLE 2 - Not a Condominium Association**

2.1 The Nature's Edge Community Association, Inc. is a Florida non-profit corporation and a homeowners association formed in accordance with Florida Statutes, Chapters 617 and 720. The Community Association is not a condominium association as defined by the Florida Condominium Act.

### **ARTICLE 3 - Definitions**

3.1 "Articles" means the Articles of Incorporation of the Community Association, filed with the Secretary of State of Florida, as amended from time to time.

3.2 "Assessment" means, collectively, the following charges:

(A) "General Assessment" means the amount charged to each Member to meet the Community Association's annual budgeted expenses.

(B) "Individual Lot Assessment" means an amount charged to a Member's Individual Lot for any charges particular to that Lot.

(C) "Special Assessment" means a charge to each Member for capital improvements, emergency expenses, or unanticipated expenses as further detailed in Article 9, below.

3.3 “Assessment Charge” means all Assessments, together with any late fees, interests, and costs of collection when delinquent, including legal expenses (at all pre-trial, trial and appellate levels), whether or not a lawsuit is brought.

3.4 “Board” means the Board of Directors of the Community Association.

3.5 “Bylaws” means the Bylaws of the Community Association, as amended from time to time.

3.6 “Community”, sometimes referred to as “Nature’s Edge Community”, means that portion of real estate described on the plat of Nature’s Edge Resort Phase One recorded in Plat Book 87, page 18 & 19 of the Public Records of Polk County, Florida, and the plat of Key West Village Phase Two recorded in Plat Book 109, page 8, of the Public Records of Polk County, Florida, designated as lots and as common areas, and shall also include such additional lands as may be added to the Nature’s Edge Community from time to time by the Developer or the Association, its successors and assigns. Community shall be deemed to include any real estate (whether for attached or detached single-family homes and/or townhomes) which may be gained by subdivision and/or replatting of the Commercial Lot 195, as platted in Plat Book 87, page 18 & 19, of the Public Records of Polk County, Florida as it may have been replatted.

3.7 “Community Facilities”, sometimes referred to as “Nature’s Edge Community Facilities”, includes entryways, roads, streets, parking areas, lawns, common areas, gardens, shrubs and trees which are not a part of individual lots or residential units, water and sewer mains and lines, lift stations and related facilities, and utility services not owned by others, ditches, drainage areas, recreation hall, swimming pool, shuffleboard courts, any other recreation areas added from time to time, and all other services and utilities which at a later time could include television service, which are not metered or charged to the individual lots or residential units.

3.8 “Declaration” means this Amended and Restated Declaration of Covenants and Restrictions of the Nature’s Edge Community and all supplements and amendments to this Declaration.

3.9 “Developer” means S.D.H. Enterprises, a Florida General Partnership, and any other successor developers that may have been referenced specifically in this Declaration. Additionally, after turnover of the Community Facilities to the Association, obligations of the Developer may be held by the Association, and as such Developer, in cases, shall also mean Association.

3.10 “Governing Documents” shall be this Declaration, the Articles, the Bylaws and the Rules of the Community Association, as amended from time to time.

3.11 Except as modified in Article 4.3 below, the term “Lot”, sometimes referred to as “Unit”, means a lot described on either the plat of Nature’s Edge Resort Phase One recorded in Plat Book 87, pages 18 & 19 of the Public Records of Polk County, Florida, and a lot described on the plat of Key West Village Phase Two recorded in Plat Book 109, page 8 of the Public Records of Polk County, Florida, together with such additional lots and units added from time to time by the Developer or the Association, its successors and assigns.

Additionally, Lot shall be deemed to include any lot(s) or unit(s) (whether for attached or detached single-family homes and/or townhomes), which may be gained by subdivision and/or replatting of the Commercial Lot 195, as platted in Plat Book 87, page 18 & 19, of the Public Records of Polk County, Florida as it may have been replatted.

3.12 “Nature’s Edge Community Association, Inc.”, sometimes referred to as “Association” or “Community Association”, is a corporation not for profit formed under the laws of the State of Florida which will operate the Nature’s Edge Community Facilities and manage the Nature’s Edge Community. The Articles and Bylaws, as the same may be amended and/or restated from time to time, are recorded elsewhere in the Public Records of Polk County, Florida and are incorporated herein by reference.

3.13 “Owner”, sometimes referred to as “Member”, means the record Owner of a Lot in the Community, whether that be one or more persons or entities, of (a) the fee simple title to any Lot, or (b) a life estate in any Lot and also whether or not the Lot is improved with a dwelling. Owner does not mean a Mortgagee.

3.14 “Rules” means the rules and/or regulations enacted and revised from time to time by the Community Association.

#### **ARTICLE 4 - Association Organization**

4.1 **Membership.** Every Owner is a mandatory Member of the Community Association. Membership is appurtenant to and may not be separated from title to any Lot. Each Owner owns an equal undivided interest in the Community Association.

4.2 **Multiple Owners.** All of the Owners, collectively, of a particular Lot are the “Owner” or “Member” of that Lot for purposes of voting and determining the number of undivided interests in the Community Association.

4.3 **Single Residence/Multiple Adjoining Lots.** Notwithstanding the provisions of Article 3.11 above, where an Owner owns more than one adjoining Lot and maintains a residence thereon, the Owner shall be deemed the Owner of a single Lot and shall hold one undivided interest in the Community Association.

4.4 **Board.** The Board shall exercise all of the rights, powers and privileges of the Community Association on behalf of the Members by way of the majority vote of the Board.

4.5 **Records.** The books of the Association are open to Members at any reasonable time upon written request of a Member.

4.6 **Relationship to Articles and Bylaws.** The Articles, Bylaws and Rules will govern all matters of the Community Association not set forth in this Declaration. The terms of

the Declaration will prevail over any conflicting provisions in the Articles, Bylaws or Rules.

4.7 **Rules and Regulations.** Reasonable and uniform rules and regulations concerning the use of Lots and the Community Facilities may be made and amended from time to time by the Board. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners, tenants and guests upon written request.

4.8 **Enforcement.** The Community Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration.

### **ARTICLE 5 - Nature's Edge Community Facilities**

5.1 The Community Facilities are owned by the Community Association for the benefit of all Owners.

5.2 The Association shall maintain, repair, improve and replace, at the Association's expense, the Community Facilities. The Association is granted an easement for this purpose on, through, and across each Lot and the lands surrounding each Lot located within the Community for the purpose of maintaining the Community Facilities, cutting the grass, landscaping, planting shrubs, fertilizing, and irrigating the lawns, shrubs and landscaping of the Community Facilities. The authority and the easement provided and reserved herein to the Association shall include an easement to install, repair, maintain and operate an irrigation system for purposes of watering common lawns and shrubs within the Community.

5.3 The facilities and other areas which make up the Community Facilities include, but are not limited to, the following:

(A) **Clubhouse.** A clubhouse constructed in 1985-1986 of approximately 6,000 square feet, including a kitchen, library area, card area, pool table, exercise room and men's and ladies' restroom facilities, including equipment for the handicapped. The clubhouse is furnished with kitchen equipment, tables and chairs, a pool table and exercise equipment.

(B) **Swimming pool and deck.** The facilities include a pool approximately 34' by 50', together with a pool deck, chairs, tables, and umbrellas.

(C) **Shuffleboard courts.** Hard-surfaced shuffleboard courts are presently provided near the recreation building.

(D) **Ingress and egress, utilities and parking.** Access to the community is from Canal Road, a county road in Polk County, Florida. The roads and streets within the community are private, to be maintained by the Community Association. The facilities include roads, streets, entryways, utilities, parking areas, drainage and water retention facilities, including ditches, and any other utilities which are not metered to the individual Owners of the Community.

5.4 **Improvements.** The Community Association may make improvements, capital or otherwise, to the Community Facilities.

5.5 **Negligence/Misuse.** If any Owner or any guest, tenant, licensee, agent, employee, family member or pet of an Owner damages any of the Community Facilities as a

result of negligence or misuse, the Owner hereby authorizes the Community Association to repair the damage. The cost of repair will be the responsibility of that Owner and will become an Individual Lot Assessment payable by the responsible Owner.

5.6 **Responsibility of Members, Tenants and Guests.** The members, tenants and guests of Owners shall use the Community Facilities in such a manner as will provide each user with the maximum enjoyment thereof and, at the same time, respect the use and enjoyment of the facilities by all other persons entitled to use the facilities. The use by tenants, guests and all others shall be in accordance with the Governing Documents.

5.7 **Community Facilities Prohibitions.** No Owner, tenant, occupant, or guest shall, with respect to the Community Facilities:

(A) Paint or otherwise decorate or change the exterior or interior appearance, or make any additions to or take away anything from any of Community Facilities or any portions thereof without the prior written permission of the Board.

(B) Remove, prune, cut, damage, or injure any trees, bushes, flowers, grass or other landscaping provided within the Community Facilities without the prior written permission of the Board.

(C) Permit loud and objectionable noises, or obnoxious odors to emanate from the Community Facilities, or play any organ or electronically amplified musical instruments or devices so as to cause a nuisance to the occupants of the Community. Whether or not a noise or an odor constitutes a nuisance shall be determined by the Board. Notwithstanding any of the above, motorcycles, motorbikes, or motorscooters (hereinafter collectively referred to as "Motorcycles") shall be specifically permitted within the Community. However, all the Association rules regarding speed restrictions must be complied with by the Motorcycle rider. Additionally, Motorcycles shall not emit such noise as to constitute a nuisance, as same shall be determined by the Board.

(D) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles or other equipment or structures on any Community Facilities, except with the written consent of the Board, or as specifically allowed by Florida law or Federal law.

(E) Obstruct any common way of ingress or egress to the Lots or the Community Facilities.

(F) Place or allow to remain within the Community Facilities any items which are unsightly (as determined by the Board), hazardous, or are rubbish, refuse, garbage, or trash. Any person using the Community Facilities shall be obligated to keep the same in a clean and sanitary condition.

(G) Make use of the Community Facilities in such a manner as to abridge the equal right of the other Owners to their use and enjoyment of the Facilities.

(H) Fail, as an animal owner, or one caring for an animal within the Nature's Edge Community, to directly control the animal at all times, nor fail to collect and dispose of any such animal's waste. When within the Community Facilities, the animal shall be under the direct control of the one caring for the animal by means of a leash. This provision shall not be construed to be an authorization for pets or animals within the Community Buildings. At no time shall any animal be allowed to make use of the Association's swimming pool or any surrounding deck area or facilities.

(I) Park within the parking areas or streets of the Community Facilities overnight, except for short term guest parking in the clubhouse parking areas, or any other such area designated by the Board; nor use recreational vehicles, mobile homes, trailers, campers, boats, trucks, commercial vehicles and similar vehicles as living accommodations; except that service vehicles are permitted during the time they are performing services to a Lot or the Community Facilities. No vehicles shall be parked in the streets of the Community Facilities between the hours of midnight and 6 a.m. of any day.

(J) Conduct any motor repair or vehicle repair work or washing within the Community Facilities.

(K) Obstruct any pedestrian ways, or jogging paths, or other means of ingress and egress.

(L) Barbecue, cook or picnic other than in the areas specifically provided for and designated by the Board for such purposes.

(M) Fail to follow traffic rules established from time to time by the Board and Florida law including, by way of description and not limitation, speed limits, stop signs, yield signs, slow signs, directional signs indicating one-way traffic, and signs established from time to time with respect to designated parking areas and hours that parking is permitted.

(N) Conduct any commercial peddling or solicitation, nor carry on any business activity within the Community without prior written approval of the Board.

#### **ARTICLE 6 - Use Restrictions**

6.1 **Use Restrictions.** Each of the Lots within the Community shall be held and used in conformity with the provisions set forth herein.

6.2 **Prohibitions.** No Owner, tenant or occupant of a Lot shall:

(A) Fail to conform and abide by Governing Documents.

(B) Permit loud and objectionable noises or obnoxious odors to emanate from the Lot, Unit or Residence nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance.

(C) Allow any sign to exist on the exterior of any Lot, except as provided by Florida law, except for one (1) "For Sale" sign or one (1) "For Rent" sign, provided such sign is not larger than 24 inches by 24 inches in any dimension, nor shall such sign be illuminated in any way.

(D) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles or other equipment or structures on the exterior of the Lot, Unit or Residence, except with the written consent of the Board, or as permitted by Florida law or Federal law

(E) Obstruct any common way of ingress or egress through the Community.

(F) Hang any laundry, garments or other unsightly objects which are visible outside of the Lot, Unit or Residence. However, the Board may permit one (1) umbrella-type clothes-line in back yards (i.e. behind the primary dwelling) but the same shall be removed when not in use, to the extent such is in accordance with Florida law.

(G) Allow anything to remain within an individual Lot which would be unsightly or hazardous, as may be determined by the Board.

(H) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and each Lot shall at all times be kept in a clean and

sanitary condition. Garbage, refuse, yard clippings, and all other disposable materials shall be securely fastened in plastic garbage bags or other like containers and placed in the places designated on the pick-up days only. The Board from time to time may make suitable rules and regulations concerning placing and pick-up of garbage and refuse.

(I) Make use of the Community Facilities in such a manner as to abridge the equal rights of the other Members of their use and enjoyment.

(J) Allow any animals to be kept in the Lot, Unit or Residence other than two (2) dogs or cats, fish within aquariums or birds within cages, pursuant to the rules and regulations of the Board, provided that in the event such animals become a nuisance to the other Members in the sole opinion of the Board, such animals shall be removed immediately from the Community. Vicious breeds of dogs, as determined by the Board, specifically including but not limited to Pit Bulls and Rottweilers, shall not be permitted within the Community. All animals shall be under the control of the one caring for the animal at all times. Any waste deposited by an animal shall be collected and disposed of by the one charged with its care. Occupancy by any number of animals or by an animal not provided for hereinabove shall occur only if prior written consent shall be given by the Board. Outside pens or kennels are prohibited.

(K) Park any passenger vehicles (including golf carts) on any Lot in any location other than driveways, garages or carports, except that service vehicles are permitted during the time they are performing services to a Lot or the Community Facilities. No Owner, tenant or occupant of a Lot shall park or store any riding lawn mowers, scooters, 4-wheelers, tractors, or other such vehicles on any Lot in any location other than garages or carports. Short term guest parking may be permitted in the clubhouse parking areas, or any other area designated by the Board. Pick-up trucks, vans and other personal use vehicles shall be permitted subject to rules and regulations which may be established by the Board to eliminate such vehicles which are unsightly due to dilapidated condition or advertising and lettering which conflicts with the overall outside appearance of the community. No vehicles shall be parked in the streets of the Community between the hours of midnight and 6 a.m. of any day.

(L) Use recreational vehicles, mobile homes, trailers, campers, boats, trucks, commercial vehicles and similar vehicles as living accommodations in any common area or individual Lot.

(M) Store any boats, trailers and other similar vehicles for any period of time longer than 72 hours on any Lot, except in a garage or an approved, enclosed carport. Should the Association create a recreational vehicle storage facility, all such vehicles not stored in a garage or in an approved, enclosed carport shall be stored within this designated area at the expense and sole responsibility of the vehicle owner. Neither the Association nor any of its officers or agents shall be liable for any damage to Owner's property stored within the designated area.

(N) Conduct any visible major repair to a motor vehicle, boat, outboard motor, trailer or motorcycle within a Lot or the Community Facilities.

(O) Discharge any rubbish, refuse, garbage, animal or human wastes, or like material into the lakes, drainage areas, embankments or onto or into any Lot or Community Facility (except those areas provided for exactly such discharge).

(P) Fail to pay promptly for damage due to the act or neglect of the Member, or of an occupant, guest, licensee, invitee, or household animal, caused to the Community Facilities, or any other Lot within the Community.

(Q) Fail to keep the lawns and shrubs, planters, and other landscaping portions of any Lot neat, clean, orderly, irrigated, mowed and trimmed, and such member or authorized

user shall not place planters, shrubs or other outside objects, so as to interfere with underground utility and water lines. The Board may, from time to time, establish rules either for uniform lawn mowing and maintenance by the Association or by the Members.

(R) Hold any garage-type sale except:

(1) During the weekend approved for the Annual Bazaar, as established by the Board or any authorized committee thereof; and

(2) Any two-day “move-in” or “move-out” sale conducted within thirty (30) days of any move into or from the Community.

6.3 **Residential Lots.** Each of the Lots located within the Community shall be occupied only by the Owner and his family, servants and guests, or a tenant, his family, servants and guests, but in no event shall the number of permanent occupants of the Lot at any one time exceed three (3). The Lots shall be occupied only as a temporary or permanent residence and for no other purpose. Guests of an Owner or tenant may reside with the Owner or tenant, even though the total number of occupants may exceed three (3) for a period not to exceed thirty (30) days in any calendar year. Lots without a primary residential dwelling shall only be used for the placement or construction of single-family residences. Short-term rentals (i.e. rentals for terms of less than thirty (30) days) shall not be permitted, to the extent allowed by Florida law.

6.4 **Community Facilities.** Community Facilities, including easements through and across the individual lots, shall be used only for the purpose(s) for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners.

6.5 **Nuisances.** No nuisances shall be allowed within the Community, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use and enjoyment of the Community by its residents.

6.6 **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of either the Lots or the Community Facilities, nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed within the Community. The responsibility of any Owner in meeting the requirements of governmental bodies which require maintenance, modification or repair of any Lot shall be in addition to the responsibility of any Owner for the maintenance and repair of the Lot under this Declaration.

## **ARTICLE 7 - Architectural Review and Modification Requirements**

7.1 **Architectural Review.** To ensure that the Lots, the residences and structures thereon and the general appearance of the Community is harmonious, the Board, or a committee appointed by the Board (hereinafter “Committee”), will review and approve all construction, improvements, remodeling, alterations or modifications on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot (hereinafter “Modifications”). The term Modifications includes, but is not limited to, changes in paint of any exterior wall, door, window, patio, balcony or any exterior surface; changes to any exterior lights or signs; or changes to any flat or stucco cement work, fences or storage buildings. Although certain requirements are specified in this Declaration, the Board or Committee will not be limited to the specific requirements but rather will have broad discretion.

7.2 **Modifications Subject to Review.** All Modifications on or to a Lot must be approved in writing in advance by the Board or Committee. No Owner, tenant or occupant of a Lot shall make or commence with any Modifications without the prior written approval of the Board or Committee.

7.3 **Application.** Prior to the commencement of any action identified in Article 7.1 above, Owners shall submit to the Board or Committee a written application for architectural approval consisting of (i) the construction plans and specifications showing the nature, kind, shape, height, color, materials and location of the Modifications; (ii) elevations of all proposed improvements; (iii) a lot site plan or survey showing current improvements; and (iv) such other items as the Board or Committee requires. No Modifications on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Board or Committee.

7.4 **Basis for Decision.** The Board or Committee, in making its decision, may consider purely aesthetic matters that in the sole opinion of the Board or Committee will affect the desirability or suitability of the construction. The Board or Committee will not be limited to the specific restrictions and requirements in this Declaration in making its decisions.

7.5 **Notification of Approval.** The Board or Committee must notify an applicant in writing of its decision within thirty (30) days of receiving a completed application. Except where a written request for additional information or modification to the application has been made, if approval or disapproval is not given within thirty (30) days after submission of an application, the application will be deemed approved unless the applicant agrees to an extension.

7.6 **Enforcement.** If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, the Community Association or any Owner may bring an action for specific performance, declaratory decree or injunction, and will be entitled to recover all costs of such action including attorneys fees at all pre-trial, trial and appellate levels. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

7.7 **Liability.** The Board or Committee will not be liable to the applicant or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure that construction was done in accordance with the plans.

7.8 **Non-Interference With Easements.** No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any entryway, hedge, planting, tree, grass, fence, or other improvement or landscaping located within the Community Facilities or drainage areas. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies. That said, where the Association, an agent of the

Association, or a utility has the obligation to preserve, improve or care for an easement, an Owner may not interfere with the performance of that obligation. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same. This provision may be enforced by any person or party benefiting from the easements or responsible for the maintenance of them.

7.9 **Completion of Construction and Repairs.** The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed within one (1) year from the date of commencement.

7.10 **Buildings - Key West Village, Phase Two.** As to Key West Village, Phase Two, all dwellings to be constructed shall be fully constructed on site and no factory built, mobile, modular or manufactured homes shall be permitted.

7.11 **Buildings - Nature's Edge Resort, Phase One.** As to Nature's Edge Resort, Phase One, no single wide or used mobile homes shall be permitted. All skirting must be of mortared stone or brick or the siding must extend to ground level.

7.12 **Building Restriction Lines.** No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable Plat.

7.13 **Minimum Floor Space.** Each dwelling located on a Lot must contain at least one thousand (1,000) square feet of floor area. "Floor area" means only enclosed livable floor area and does not include garages, porches (open or with screen enclosures), terraces or patios.

7.14 **Landscaping.** The entire Lot (excluding the primary dwelling and approved outbuildings) shall be landscaped and sodded within sixty (60) days after successful framing inspection; or, in the case of factory-built installations, within sixty (60) days of tie-down.

7.15 **Fences.** No fence, wall, hedge or other dividing structure is permitted without the prior written approval of the Board or authorized Committee. No fence, wall, hedge or other dividing structure shall form an enclosure, or run adjacent to any road or street. The Board or Committee may from time to time, adopt rules and regulations with respect to fences, walls, hedges or other dividing structures.

## **Article 8 - Budget**

8.1 **Annual Budget.** The Association shall adopt an annual budget for the Community Association in an amount which is not less than that required to provide funds in advance for payment of the reasonably anticipated operating expenses and for any unpaid operating expenses previously incurred. The budget may also include reserves for anticipated expenditures, capital improvements and deferred maintenance.

8.2 **Content of Budget.** The budget shall include a statement of the estimated expenses of the Association for the coming year which may include the following:

(A) Fire, other casualty, flood, liability, workmen's compensation and other insurance premiums as provided herein.

(B) Administrative costs of the Association, including professional fees and expenses.

(C) Cost of water service, sewer service, garbage collection, trash removal, pest control, cable TV, or similar technology at the election of the Board, and of other utilities which are not metered to the individual Lots.

(D) Labor, materials and supplies used in conjunction with the operation, replacement, repair and maintenance of the Community Facilities and any other common areas, except as otherwise herein declared to be obligations of one or more particular Lots.

(E) The cost of such additional land, improvements and personal property as may be added to the Community by vote of fifty-one percent (51%) of the Owners present in person or by proxy at a duly noticed meeting of the Owners at which a quorum is present. This provision shall not prevent Developer from conveying additional lands and improvements to the Association with no purchase cost to Owners other than Developer.

(F) Damages to the Community Facilities and any other common areas in excess of insurance coverage.

(G) Expenses of management of the Community Association which may include, but are not limited to: (i) Salary of a manager, if any, his assistants and agents; (ii) Management fees payable to an outside management company, if any; and (iii) Other expenses incurred in the management of the Community and the Association, including attorney's fees and costs.

(H) All other costs and expenses that may be duly incurred by the Association through its Board from time to time in carrying out its duties and responsibilities.

(I) The costs and expenses of acquiring, managing, operating, maintaining, repairing and replacing all land improvements and personal property owned or leased by the Association and such additional land, improvements and personal property as may be acquired by the Association.

8.3 **Adoption of Budget.** The Board shall, by majority vote at a meeting at which a quorum of the Board is present, adopt the annual budget of the Association. The Board shall mail a notice of the Budget Meeting to the Owners not less than fourteen (14) days prior to said meeting.

8.4 **Assessment Increase.** If the budget adopted by the Board requires more than a fifteen percent (15%) increase of the General Assessment for the preceding year, the Board shall call a special meeting of the Owners to be held within thirty (30) days of the meeting at which the budget was adopted upon not less than fourteen (14) days written notice to each Owner. The General Assessment increase shall not be effective unless approved by vote of fifty-one percent (51%) of the Owners present in person or by proxy at a duly noticed meeting of the Owners at which a quorum is present.

8.5 **Copy to Owners.** The Association shall provide each Owner with 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.

8.6 **Budget Amendments.** The Board shall have the right to amend any budget after proper adoption except that the approval of Owners is required for General Assessment increases of more than fifteen percent (15%) pursuant to Article 8.4 above.

## **ARTICLE 9 - Covenants to Pay Assessments**

9.1 The cost of fulfilling the Community Association's financial obligations is divided equitably among the Lots by means of Assessments. To ensure that the Community Association has a reliable source of funds and to protect those Owners and Lots who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Lots and the Owners' personal obligation.

9.2 **Obligation for Assessments.** By acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot covenants and agrees to pay to the Community Association the following (to be known collectively as "Assessments"):

- (A) General Assessment for expenses included in the budget,
- (B) Special Assessments for the purposes provided in this Declaration, and
- (C) Individual Lot Assessments for any charges particular to that Lot.

9.3 **Equitable Division of Assessments.** Each Lot, as that term is defined in Articles 3.11 and 4.3 above, shall be liable for an equal share of any General Assessment or Special Assessment. Each Lot, whether or not the Lot is improved with a dwelling, shall commence paying its share of Assessments and expenses of the Association on the date the Owner takes record title to the Lot.

9.4 **General Assessment.**

(A) **Establishment by Board.** The Board shall set the terms of the General Assessment and it may provide for payment in monthly, quarterly, semiannual, or annual installments.

(B) **Late Fee and Interest.** The Board may impose a reasonable late fee. Additionally, interest will accrue at eighteen percent (18%) per annum or the highest lawful rate if such rate is less than eighteen percent (18%) , on delinquent payments.

9.5 **Special Assessment.** In addition to the General Assessment, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

- (A) **Capital Improvements.** Any capital improvement.
- (B) **Unusual or Emergency Expense.** By a majority vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Community Association to pay including (but not limited to), after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted.

9.6 **Individual Lot Assessments.** The Community Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this

Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (at all pre-trial, trial and appellate levels) and costs incurred by the Community Association in enforcing this Declaration.

9.7 **Effect of Nonpayment of Assessment: Remedies**

(A) **Personal Obligation.** All Assessments, together with any late fees, interests and costs of collection when delinquent, including any legal expenses (at all pre-trial, trial and appellate levels), whether or not a lawsuit is brought (collectively, the “Assessment Charge”), shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot or waiver of the use and enjoyment of the Community Facilities.

(B) **Creation of Lien.** The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Community Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of Article 9.7 (D) below.

(C) **Lawsuit for Payment: Foreclosure of Lien.** The Community Association may bring an action at law or in equity against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Community Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot.

(D) **Subordination of the Lien to Mortgages.** The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer.

(E) **Other Remedies.** The Community Association may assess fines and suspend the voting rights and right to use of the Community Facilities by an Owner for any period during which any Assessment against the Owner’s Lot remains delinquent and unpaid, but only as permitted by law.

9.8 **Certificate of Payment.** The treasurer of the Community Association or the manager of the Community Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of an Assessment through the date of the certificate.

**ARTICLE 10 - Enforcement**

If any Owner, or the tenant, guest or occupant of any Lot, or any other person or entity subject to this Declaration shall violate or attempt to violate any of the covenants herein, the Community Association may bring any proceeding at law or equity against the person or entity

violating or attempting to violate any such covenants, including an action to enjoin or prevent him or them from so going, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover the cost incurred by such prevailing party including attorney's fees at all pre-trial, trial and appellate levels.

### **ARTICLE 11 - Maintenance of Community Interests**

11.1 In order to maintain a community of congenial residents who are financially responsible, interested in protecting the value of the Lots, and are of an age, temperament and stage in life so that their interests, needs and use of the Community Facilities is more likely to be compatible, ownership and transfer of Lots by any Owner shall be subject to the following provisions.

11.2 No Lot shall be sold, leased or otherwise transferred without the prior approval of the Association. The approval of the Association shall be given or withheld based upon a determination by the Association of the ability of the proposed purchaser or lessee to meet his financial obligations and those arising under the Governing Documents.

11.3 Applications for approval of a transfer shall be in writing, and shall include such information as the Association may require from time to time and may provide for a reasonable charge to be paid to the Association for the cost of processing the application.

11.4 The Association shall, through the Board, or a committee delegated thereby, either approve or disapprove a request for approval of transfer within thirty (30) days from receipt of notice of the proposed transaction. If the required notice to the Association is not given, then the Association at any time after receiving actual knowledge of a transaction or an event transferring ownership or possession of a Lot, may either approve or disapprove the transfer of title to a Lot or execution of a lease for a Lot.

11.5 If the proposed transaction is approved, the approval shall be stated in a certificate executed by the Board or a committee delegated thereby.

11.6 If the proposed transaction is disapproved by the Association, the Owner of the Lot shall be notified in writing of the disapproval, and the reasons therefore. The reasons for disapproval shall be stated in as much detail as the circumstances will permit, and the proposed sale, lease or gift shall not be made and, if made in contravention of these provisions, shall not be effective.

11.7 In the event the Board or committee delegated thereby shall disapprove a proposed sale, the Association shall have the option to purchase the Lot either by the Association or a substitute purchaser. If the Association decides to exercise this option, it must be exercised within thirty (30) days after the disapproval of the proposed sale. Notice of exercise of the option shall be delivered in person or by certified mail to the Owner, and shall offer to purchase the Lot for the price stated in the application for transfer or the fair market value of the Lot.

For purposes of this section, fair market value shall be determined by arbitration in

accordance with the then existing rules of the American Arbitration Association, or by Florida law, if so provided, except that the arbitrators shall be three licensed appraisers, one appointed by the Association, one appointed by the Owner, and one appointed by the two previously appointed appraisers, to the extent so allowed by Florida law. The price shall be that determined upon agreement by the arbitrators. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. Any expenses of the arbitration shall be paid in full by the purchaser. The purchase price shall be paid in cash.

The purchase and sale of the Lot, pursuant to the exercise of this option, shall be closed within thirty (30) days after the delivery or mailing of the offer to purchase as above. In the event of arbitration, such sale shall be closed within ten (10) days after a determination of the price, or within the time frame allotted by a court for the specific performance of a sale.

11.8 Failure of the Board or a committee delegated thereby to act within thirty (30) days of receipt of an application for approval of a transfer of a Lot shall be deemed as approval of that transaction, and the Association shall issue the certificate of approval upon written request.

11.9 The requirements for approval of a transfer shall not apply to a transfer to or purchase by a bank, life insurance company, or institutional mortgagee, or purchase money mortgagee or a purchaser at a duly advertised and noticed sale held by a court of law.

11.10 The Board of Directors is authorized to charge a transfer fee to any applicant proposing a lease, sale, transfer and/or change in occupancy in order to defray the Association's costs of implementing this procedure in an amount not to exceed the maximum amount allowed by law.

## **ARTICLE 12 - 55+ Community**

12.1 **Retirement Community.** It is the intent of this Age 55 Provision that the Association will comply with the Federal Fair Housing Act and any other applicable federal or state law or regulation, as amended from time to time, which allow the Association to restrict the occupancy of the Lots based on age, provided certain criteria are met.

12.2 At least one person who is fifty-five (55) years of age or older shall occupy permanently at least eighty percent (80%) of all the Lots, subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, which regulation shall apply to all occupancy calculations under this provision. Such occupant shall be an Owner or a tenant of an Owner. Persons under fifty-five (55) years of age may occupy and reside in a Lot if one of the other permanent occupants of the Lot is age fifty-five (55) years or older. Persons under forty (40) years of age shall not permanently occupy a Lot except as set forth herein, but such persons age forty (40) years or younger may occupy a Lot on a temporary basis, not to exceed thirty (30) days in any calendar year.

12.3 Notwithstanding the requirements set forth in Article 12.2 above, and except as set forth in subsection Article 12.4 below, the following exceptions to the aforesaid age restrictions shall apply as permitted by the Board on a case-by-case basis:

(A) If an Occupant who was fifty-five (55) years of age or older dies, then the Board may waive the requirement for one occupant of this Lot to be age fifty-five (55) years or older. This exception for each such Lot shall lapse upon transfer of the Lot to a person who was not an heir of the deceased. For the Board to consider this exception, the deceased Occupant's heir(s) shall, in writing, notify the Board within thirty (30) days of the death of an Occupant who was over fifty-five (55) years of age.

(B) In the event of a divorce or separation the result of which is that there is no longer an occupant in the Lot who is age fifty-five (55) years or older, the Board may waive the requirement for one occupant of this Lot to be age fifty-five (55) years or older. This exception for each such Lot shall lapse upon transfer of the Lot. For the Board to consider this exception, the Occupant shall, in writing, notify the Board within thirty (30) days of the effective date of said divorce or separation.

(C) The restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to those Lots in which no person age fifty-five (55) years or older occupies such Lot as of the date of adoption of this provision, for as long as such Lot remains permanently occupied by one or more of the same occupants. This exception for each such Lot shall lapse upon transfer of the Lot to a new owner or tenant.

(D) The Board may consider other exceptions for hardship situations on a case-by-case basis.

12.4 None of the foregoing exceptions delineated in this Article shall be permitted where granting such exception will result in the Association violating the Fair Housing Act or its implementing regulations or where granting such exception will result in the Association losing its right to enforce its Declaration. It shall be the responsibility of the Board to determine whether eighty percent (80%) of the Lots subject to calculation as delineated in Title 24, United States Code of Federal Regulations, Part 100, are occupied by at least one person who is age fifty-five (55) years or older. The Board shall have the sole and absolute authority to deny occupancy to any person(s) seeking occupancy after the effective date of this provision where such occupancy would create a violation of the required percentage as set forth in Title 24, United States Code of Federal Regulations, Part 100.

12.5 To implement this provision according to the Federal Fair Housing Act and all amendments and implementing regulations thereto, the Board shall undertake the following actions:

(A) This provision shall be published to all Owners and tenants to demonstrate that this Association adheres to policies and procedures intended to provide housing for persons fifty-five (55) years of age and older.

(B) The Association shall comply with regulations issued by the United States Department of Housing and Urban Development and set forth in Title 24, United States Code of Federal Regulations, Part 100, as same may be amended from time to time, for verification of occupancy by reliable surveys and affidavits and for the maintenance of records demonstrating that at least one person who is age fifty-five (55) years or older occupies at least eighty percent (80%) of the Lots.

12.6 In order to effectuate compliance with this Age 55 Provision, the Board is authorized to screen in advance all proposed leases, sales, transfers and/or changes in occupancy

of all Lots subject to this Declaration, and to approve or disapprove in writing of said leases, sales, transfers and/or changes in occupancy, so long as such screening and approval shall relate solely to compliance with legal requirements for Age 55 and Older Housing and to the terms of this Declaration. Notwithstanding any other provision contained herein to the contrary, the Board is empowered to adopt reasonable rules, regulations, and forms to facilitate the proper exercise of this power.

12.7 The Association shall provide written approval or disapproval of a proposed lease, sale, transfer and/or change in occupancy no later than thirty (30) days after a completed request has been properly submitted to the Board. In the event that the Association does not provide a written approval or disapproval within thirty (30) days of receipt of a completed request, the change in occupancy shall be deemed approved. In the event that a sale, lease, transfer and/or change of occupancy occurs prior to obtaining written approval from the Association, such request for a change in occupancy shall be deemed withdrawn and the occupant shall immediately vacate the Lot. No approval shall be given retroactively unless the unauthorized occupant first vacates the Lot.

### **ARTICLE 13 - Termination**

13.1 **Termination.** The Nature's Edge Community Association and the Nature's Edge Community may be terminated in the manner hereinafter provided.

13.2 **Agreement.** The Nature's Edge Community Association and the Nature's Edge Community may be terminated by the approval in writing of all of the Owners of the lots and other single-family residences located within the Nature's Edge Community, and by all record Owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy percent (70%) of the Units and of the record Owners of all mortgages upon the Units, are obtained in writing, not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60<sup>th</sup>) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) **Exercise of Option.** The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, or an agreement to purchase signed by the record owners of the Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) **Price.** The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the

American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) **Payment.** The purchase price shall be paid in cash at closing.

(d) **Closing.** The sale shall be closed within ten (10) days following the determination of the sale price.

13.3 **Certificate.** The termination of the Association and the Community shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effecting upon being recorded in the Public Records of Polk County, Florida.

13.4 **Shares of Owners after Termination.** After termination of the Association and the Community, the Owners of lots and other forms of single-family ownership shall own the Nature's Edge Community Facilities and all assets of the Association as tenants-in-common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Owners shall be the same as the undivided shares in the Nature's Edge Community Facilities prior to the termination.

13.5 **Amendment.** The section concerning termination cannot be amended without consent of all Owners of all lots and other forms of single-family ownership, and of all record owners of mortgages upon such within the Nature's Edge Community.

#### **ARTICLE 14 - Reservation of Rights in Developer and/or Association**

14.1 **Right to Create, Amend, or Modify Easements throughout the Nature's Edge Community.** Each of the following easements and reservations are hereby granted, reserved and otherwise created in favor of the Developer, its grantees, successors and assigns, including the Association, for the benefit of the Lots within the Community and for the use and benefit of adjoining lands owned or hereafter acquired by the Developer and its assigns, for the benefit of public or franchised utility companies, (but as to such utility companies only where expressly specified), for the benefit of the Community Association, and the Owners in the Community, together with such additional lands from time to time submitted to the Community by the Developer, its grantees, successors and assigns, or the Association, by an Amendment executed by the Developer, its grantees, successors and assigns, or the Association, and recorded in the Public Records of Polk County, Florida.

14.2 **Utilities and Drainage.** Drainage easements and easements for all water, sewer, electrical, telephone, cable TV, master antenna, satellite dish or other TV service, and other utility lines, mains and facilities, and drainage ditches, lines and structures, lakes and other drainage facilities, previously, now or hereafter providing service to the individual Lots, and all other types of ownership within the Community and adjacent lands, the installation, repair, maintenance and replacement thereof and as may subsequently be required for utility services in

order to adequately serve all Lots, and other types of ownership within the Community and adjacent lands; provided, however, easements through a Lot shall be according to the plans and specifications for the plat pertaining to the Lot, unless approved in writing by the Owner. All utility easements are and shall be granted in favor of all utility companies and municipalities servicing the Community. Additionally, the Developer and the Owners have granted, reserved, and otherwise created in favor of the Developer, the owners, their grantees, successors and assigns, for the benefit of the individual lots and other single-family units within the Community, and the utilities and other persons furnishing utility services from time to time to the Community, easements along the side lot lines of each lot five (5) feet in width, and easements five (5) feet in width on each side of the centerline of utility facilities as installed throughout the Community for the maintenance, repair and replacement of the utilities installed therein from time to time. Additionally, the Association shall maintain all necessary easements for access and water lines for use by the Association of a water well located on Commercial Lot 195, as platted in Plat Book 87, page 18 & 19, of the Public Records of Polk County, Florida, as it may have been replatted, whether or not such Commercial Lot 195 remains a part of the Community, or the Owners within said Commercial Lot 195 remain Members of the Association.

14.3 **Pedestrian and Vehicular Traffic.** For pedestrian traffic over, through and across sidewalks, bicycle paths, other paths, walks, lanes, roads, streets, and parking areas, as the same may from time to time exist within the Community and additional lands added from time to time to the Community, and for vehicular traffic over the same, but this grant of an easement shall not give or create in any person the right to park upon any portions of the Community which are not intended to be used for such purposes and/or are not reasonably suited therefore. The Board, in its discretion, may designate roads, streets, and parking areas for use, and prohibit the use of certain areas for roads, streets and parking areas from time to time within the Community.

14.4 **Right to Create Additional Easements.** The Developer, its grantees, successors and assigns, including the Association, retains the right and shall at all times have the right to declare, create, modify and amend, from time to time, without joinder and consent of any of the Owners, mortgagees and lienors of Lots within the Community, easements on or about the Community for the purposes of drainage, water retention, lakes, providing all forms of utility services, TV cable, master antenna, satellite dish or other TV technology, peaceful ingress and egress for persons and motor vehicles, and the use and enjoyment of the recreational facilities created from time to time for the benefit of the owners, lessees, and guests of all Owners. At the time of the declaration, creation, modification, or amendment of such easements, such easement shall not be inconsistent with peaceful and lawful use and enjoyment of the Community by the Owners.

14.5 Upon turnover of control of the Association to the Members, no Developer, grantee, successor, or assigns (other than the Association) may elect a majority of the Board, except for with the prior written consent of 90% of the Owners.

## **ARTICLE 15 - Insurance**

15.1 Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

15.2 **Review of Coverage.** The Board shall review limits of coverage for each type of insurance at least once each year.

15.3 **Casualty Insurance.** The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Community Facilities.

15.4 **Public Liability.** The Board shall obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Community Facilities. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a “severability of interest” endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Community Association, the Board or other Owners.

15.5 **Director Liability Insurance.** The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

15.6 **Other Insurance.** The Board shall obtain and maintain worker’s compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

15.7 **Repair and Reconstruction after Fire or Other Casualty.** If fire or other casualty damages or destroys any of the Community Facilities, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Assessments that may be necessary after exhausting insurance and reserves.

## **ARTICLE 16 - Amendments**

16.1 **Majority.** This Declaration, except for Article 13, may be amended by fifty-one percent (51%) of the Owners present in person or by proxy, at a duly noticed meeting of the Owners at which a quorum is present, together with a majority of the Board.

16.2 **Manner of Amendment.** Any amendment to this Declaration may also be

accomplished by consent in writing of a majority of the Board and fifty-one percent (51%) of the Owners present in person or by proxy, at a duly noticed meeting of the Owners at which a quorum is present.

16.3 **Limitation of Amendment.** No amendment may change any Lot's share of the expenses of the Association or equal right to use the Community Facilities unless the Owners of the Lots affected by the amendment consent in writing to the amendment.

16.4 **Execution and Recording.** No amendment to this Declaration shall be effective until the same is attached to a certificate of the Association certifying that the Amendment was duly approved and the certificate and amendment is recorded in the Public Records of Polk County, Florida.

### **ARTICLE 17 - Waiver**

17.1 No provisions contained in this Declaration, the Articles, the Bylaws or the Rules, as the same may be amended and/or restated from time to time, shall be deemed to have been waived by failure of the Association to enforce same, without regard to the number of violations or breaches which may occur.

17.2 The Board shall have the right, by written instrument, at any time to release a Lot from minor violations of this Declaration.

### **ARTICLE 18 - General Provisions**

18.1 **Incorporation of the Land Use Documents.** Any and all deeds and/or instruments conveying or transferring any interest in a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

18.2 **Severability: Amendments to Laws.** If any one of the provisions of this Declaration, or any of the other Governing Documents of the Association, shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions thereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or any of the other Governing Documents of the Association, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law.

18.3 **Notices.** All notices to be sent to the Association required or desired hereunder or under the Bylaws shall be sent by certified mail, return receipt requested, to the Association to such address as the Association may designate from time to time by notice in writing to all Owners. All notices to Owners shall be sent by hand-delivery or first class mail to the Owner's postal address, or such other address as may have been designated by the Owner from time to time, in writing, to the Association. All notices to mortgagees shall be sent by first class mail to each mortgagee's respective address, or such other address as may be designated by a mortgagee from time to time, in writing, to the Association. All notices shall be deemed to have been given

when mailed in a postage-prepaid, sealed envelope, and placed in a receptacle authorized for deposit of mail by the United States Postal Service.

18.4 **Captions.** Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration.

18.5 **Gender and Plural Terms.** Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

18.6 **Interpretation.** The Board shall be responsible for interpreting the provisions of the Governing Documents. Such interpretation shall be binding upon all parties unless determined to be wholly unreasonable. An opinion of counsel to the Association that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

18.7 **Signature of President and Secretary.** Wherever the signature of the President of the Association is required by the Governing Documents, the signature of a Vice-President may be substituted therefore, and wherever the signature of the Secretary of the Association is required by the Governing Documents, the signature of another member of the Board may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

18.8 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Governing Documents, said dispute or litigation shall be governed by the laws of the State of Florida.

18.9 **Ratification.** Each Owner, by reason of having acquired ownership in the Community, whether by purchase, gift, operation of law or otherwise, and each occupant of a Lot, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of the Governing Documents, are fair and reasonable in all material respects.

18.10 **Condemnation Loss.** The Association shall specifically be granted the authority to defend on behalf of all Owners any condemnation action, threat of condemnation action, or negotiation designed to avoid any condemnation action of any Community Facility. If any portion of the Community Facilities shall be taken, or condemned by, or negotiated away to, any lawful authority having the power of eminent domain, all compensation and damages for or on account of any such action shall be payable to and be the sole property of the Owners to be divided equally between all Lots at the time of such action. In the alternative, upon the approval of a majority of the Lots in writing, the proceeds from such action, or a portion thereof, may be used to restore, rebuild and improve the Community, including the acquisition of additional Community Facilities.

IN WITNESS WHEREOF, NATURE'S EDGE COMMUNITY ASSOCIATION, INC., by and through the undersigned, has caused these presents to be executed in its name and hereby certifies that this Amended and Restated Declaration of Covenants and Restrictions for the Nature's Edge Resort was approved by the written consent or vote of the owners of the majority of the Lots in all recorded phases in the entire subdivision, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Signed, sealed and delivered  
in the presence of:

Judith A. Behrens  
(Sign)  
Judith A. Behrens  
(Print)  
Michael Hanlon  
(Sign)  
MICHAEL HANLON  
(Print)

Judith A. Behrens  
(Sign)  
Judith A. Behrens  
(Print)  
Michael Hanlon  
(Sign)  
MICHAEL HANLON  
(Print)

NATURE'S EDGE COMMUNITY  
ASSOCIATION, INC.

By: Joy D. Schneider  
(Sign) President, Nature's Edge  
Community Association, Inc.

JOSEPH P. SCHNEIDER  
(Print)

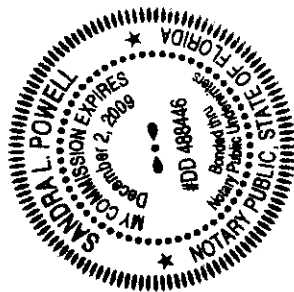
Attest: Ronald C. Fagner  
(Sign) Secretary, Nature's Edge  
Community Association, Inc.

RONALD C. FAGNER  
(Print)

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing Amended and Restated Declaration of Covenants and Restrictions for Nature's Edge Resort, was acknowledged before me this 14 day of December, 2006, by Joseph P. Schneider, as President of NATURE'S EDGE COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me [ ] or has produced FL DL as identification [ ].

NOTARY PUBLIC



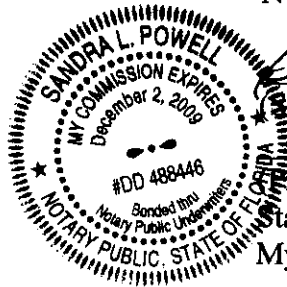
Sandra L. Powell  
(Sign)

\_\_\_\_\_  
(Print)  
State of Florida, At Large  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing Amended and Restated Declaration of Covenants and Restrictions for Nature's Edge Resort, was acknowledged before me this 14 day of December, 2006, by Ronald C. Fagner, as Secretary of NATURE'S EDGE COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me [ ] or has produced FL DL as identification [ ].

NOTARY PUBLIC



Sandra L. Powell  
(Sign)

\_\_\_\_\_  
(Print)  
State of Florida, At Large  
My Commission expires: \_\_\_\_\_

**ARTICLES OF AMENDMENT AND RESTATEMENT OF  
THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE NATURE'S EDGE RESORT**

The undersigned officers of NATURE'S EDGE COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "Corporation") hereby certify as follows:

**First**

A true and correct copy of the full text of the Amended and Restated Declaration of Covenants and Restrictions of Nature's Edge Resort (hereinafter referred to as "Declaration") are attached hereto.

**Second**

The Amended and Restated Declaration contains amendments to the Declaration requiring Member approval.

**Third**

The Amended and Restated Declaration was approved at the meeting of the Members held on the 5th day of December, 2006, and the number of votes cast by the Members in favor of the Amended and Restated Declaration were sufficient for approval.

**IN WITNESS WHEREOF**, we the undersigned President and Secretary of the Corporation have made and signed these Articles of Amendment and Restatement of the Declaration this 14th day of December, 2006.

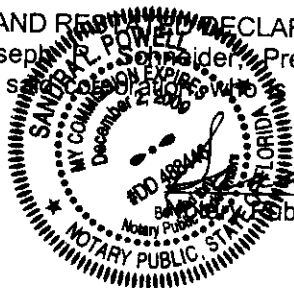
**NATURE'S EDGE COMMUNITY ASSOCIATION, INC.**

BY: Joseph P. Schneider  
Joseph P. Schneider, as President

BY: Ronald C. Fagner  
Ronald C. Fagner, as Secretary

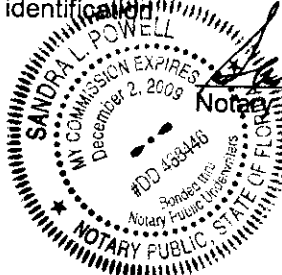
**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing AMENDED AND RESTATED DECLARATION was acknowledged before me this 14th day of December, 2006, by Joseph P. Schneider, President, of NATURE'S EDGE COMMUNITY ASSOCIATION, INC., on behalf of said corporation who personally known to me or who has produced FL DL as identification.

  
Sandra L. Powell  
Notary Public - State of Florida

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing AMENDED AND RESTATED DECLARATION was acknowledged before me this 14th day of December, 2006, by Ronald C. Fagner, Secretary, of NATURE'S EDGE COMMUNITY ASSOCIATION, INC., on behalf of said corporation, who is personally known to me or who has produced FL DL as identification.

  
Sandra L. Powell  
Notary Public - State of Florida