

# LANGSHIRE OF LEGENDS ASSOCIATION, INC.

This document is for the following lots only:

Lots 1 – 14 in Block "B"

Lots 15 – 26 in Block "C"

Lots 1 – 72 in Block "D"

This document booklet contains the following:

**Langshire of Legends Association** (Recorded originally on 4/25/02 and Re-Recorded on 4/30/02)

**Langshire of Legends Commons Association** (Recorded 4/25/02)

**Legends Golf & Country Club Master Association** (Recorded 2/12/99) and four Amendments to the Master Declaration.

Date of this printing: December 23, 2002

RECEIPT FOR DOCUMENTS  
LANGSHIRE OF LEGENDS

DOCUMENT

RECEIVED

Disclosure Summary

\_\_\_\_\_

Declaration of Covenants

\_\_\_\_\_

Articles of Incorporation

\_\_\_\_\_

Bylaws

\_\_\_\_\_

Budget

\_\_\_\_\_

Master Association Documents

\_\_\_\_\_

Commons Association Documents

\_\_\_\_\_

Commons Association Budget

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of Purchaser

**DISCLOSURE SUMMARY  
LEGENDS GOLF & COUNTRY CLUB**

1. AS A PURCHASER OF PROPERTY IN THE LEGENDS GOLF & COUNTRY CLUB COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF LEGENDS GOLF & COUNTRY CLUB, INC. (THE "CLUB")
2. RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF THE PROPERTIES IN LEGENDS GOLF & COUNTRY CLUB WILL BE RECORDED.
3. THE RESTRICTIVE COVENANTS CAN BE AMENDED WITHOUT THE APPROVAL OF THE CLUB MEMBERSHIP DURING THE PERIOD OF DEVELOPER CONTROL OF THE CLUB.
4. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS FOR COMMON EXPENSES TO LEGENDS GOLF & COUNTRY CLUB, INC. THE ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY THESE ASSESSMENTS COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE IS NO CURRENT OBLIGATION TO PAY OTHER RENT OR LAND USE FEES FOR THE USE OF THE RECREATIONAL AND OTHER COMMONLY USED FACILITIES IN LEGENDS GOLF & COUNTRY CLUB AS A MANDATORY CONDITION OF MEMBERSHIP.
7. THE STATEMENTS IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE. AS A PROSPECTIVE PURCHASER, YOU SHOULD ALSO REFER TO THE COVENANTS AND OTHER GOVERNING DOCUMENTS OF THE CLUB.

**DISCLOSURE SUMMARY  
LANGSHIRE OF LEGENDS**

1. AS A PURCHASER OF PROPERTY IN THIS NEIGHBORHOOD, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED A DECLARATION OF COVENANTS RESTRICTING THE USE AND OCCUPANCY OF PROPERTIES IN THIS NEIGHBORHOOD.
3. THE DECLARATION OF COVENANTS CAN BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP DURING THE PERIOD OF DEVELOPER CONTROL.
4. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION, WHICH ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY THESE ASSESSMENTS COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE IS NO OTHER OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION.
7. THE STATEMENTS IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE. AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE DECLARATION OF COVENANTS AND OTHER GOVERNING DOCUMENTS OF THE NEIGHBORHOOD.

**DISCLOSURE SUMMARY  
LANGSHIRE COMMONS**

1. LANGSHIRE OF LEGENDS ASSOCIATION, INC. IS A MEMBER OF THE LANGSHIRE COMMONS ASSOCIATION, INC., WHICH HAS BEEN CREATED TO OWN AND OPERATE REAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE CERTAIN COMMON ROADWAYS, SWIMMING POOL AND CABANA AREA, AS WELL AS OTHER POTENTIAL ASSOCIATED AMENITIES AND PROPERTY.

2. THE COMMONS ASSOCIATION WILL ASSESS THE LANGSHIRE OF LEGENDS ASSOCIATION, INC. FOR ITS PRO RATA SHARE OF COMMONS EXPENSES AS SET FORTH IN THE LANGSHIRE COMMONS DECLARATION, ARTICLES OF INCORPORATION AND BYLAWS.

DATE: \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

THIS INSTRUMENT PREPARED BY:

CHRISTOPHER J. SHIELDS, ESQ.  
PAVESE, HAVERFIELD, DALTON,  
HARRISON & JENSEN, L.L.P.  
1833 Hendry Street  
Fort Myers, Florida 33901

RE-RECORDED TO RECORD AFTER THE LANGSHIRE  
OF LEGENDS COMMONS ASSOCIATION DOCUMENTS

INSTR # 5428692  
OR BK 03631 PG 3637  
RECORDED 04/25/2002 02:49:38 PM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 334.50  
DEPUTY CLERK L Parent

INSTR # 5433105  
O BK 03634 PG 3973  
RECORDED 04/30/2002 03:16:51 PM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 334.50  
DEPUTY CLERK J Miller

DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
LANGSHIRE OF LEGENDS  
TABLE OF CONTENTS

1.	<u>Recitals</u>	1
2.	<u>Definitions</u>	1
3.	<u>Plan of Development</u>	6
4.	<u>Amendment</u>	6
4.1.	<u>General Restrictions on Amendments</u>	6
4.2.	<u>Amendments Prior to the Turnover Date</u>	6
4.3.	<u>Amendments From and After the Turnover Date</u>	6
5.	<u>Annexation and Withdrawal</u>	6
5.1.	<u>Annexation by Developer</u>	6
5.2.	<u>Annexation by Association</u>	7
5.3.	<u>Withdrawal</u>	7
6.	<u>Dissolution</u>	7
6.1.	<u>Generally</u>	7
6.2.	<u>Applicability of Declaration after Dissolution</u>	7
7.	<u>Binding Effect and Membership</u>	7
7.1.	<u>Term</u>	7
7.2.	<u>Transfer</u>	7
7.3.	<u>Membership</u>	8
7.4.	<u>Ownership by Entity</u>	8
7.5.	<u>Voting Interests</u>	8
7.6.	<u>Document Recordation by Owners Prohibited</u>	8
7.7.	<u>Conflicts</u>	8
8.	<u>Paramount Right of Developer</u>	8

9.	<u>Operation of Common Areas</u> . . . . .	9
9.1.	<u>Prior to Conveyance</u> . . . . .	9
9.2.	<u>Construction of Common Areas Facilities</u> . . . . .	9
9.3.	<u>Use of Common Areas by Developer</u> . . . . .	9
9.4.	<u>Conveyance</u> . . . . .	9
9.5.	<u>Operation After Conveyance</u> . . . . .	10
9.6.	<u>Delegation and Managers</u> . . . . .	10
9.7.	<u>Use</u> . . . . .	10
9.7.1.	<u>General Public Use</u> . . . . .	10
9.7.2.	<u>Right to Allow Use</u> . . . . .	10
9.7.3.	<u>Obstruction of Common Areas</u> . . . . .	10
9.7.4.	<u>Assumption of Risk</u> . . . . .	10
9.7.5.	<u>Owner's Obligation to Indemnify</u> . . . . .	11
9.8.	<u>Rules and Regulations</u> . . . . .	11
9.8.1.	<u>Generally</u> . . . . .	11
9.8.2.	<u>Developer Not Subject to Rules and Regulations</u> . . . . .	11
9.9.	<u>Default by Another Owner</u> . . . . .	12
9.10.	<u>Special Taxing Districts</u> . . . . .	12
9.11.	<u>Association's Obligation to Indemnify</u> . . . . .	12
10.	<u>Zero Lot Line Homes</u> . . . . .	12
10.1.	<u>Easement for Zero Lot Line Wall Maintenance</u> . . . . .	12
10.2.	<u>Adjacent Owner Paint Obligation.</u> . . . . .	13
10.3.	<u>No Structural Change.</u> . . . . .	13
10.4.	<u>Damage by Owner of Adjacent Home.</u> . . . . .	13
10.5.	<u>Construction Easement.</u> . . . . .	13
11.	<u>Maintenance by Association</u> . . . . .	13
11.1.	<u>Common Areas</u> . . . . .	13
11.2.	<u>Lawn Maintenance</u> . . . . .	13
11.3.	<u>Adjoining Areas</u> . . . . .	14
11.4.	<u>Irrigation</u> . . . . .	14
11.5.	<u>Negligence</u> . . . . .	14
11.6.	<u>Right of Entry</u> . . . . .	14
11.7.	<u>Maintenance of Property Owned by Others</u> . . . . .	14
12.	<u>Use Restrictions</u> . . . . .	14
12.1.	<u>Alterations and Additions</u> . . . . .	14
12.2.	<u>Animals</u> . . . . .	14
12.3.	<u>Artificial Vegetation</u> . . . . .	15
12.4.	<u>Casualty Destruction to Improvements</u> . . . . .	15
12.5.	<u>Commercial Activity</u> . . . . .	15
12.6.	<u>Completion and Sale of Units</u> . . . . .	15
12.7.	<u>Control of Contractors</u> . . . . .	15
12.8.	<u>Cooking</u> . . . . .	15
12.9.	<u>Decorations</u> . . . . .	15
12.10.	<u>Disputes as to Use</u> . . . . .	16
12.11.	<u>Drainage System</u> . . . . .	16
12.12.	<u>Driveway Easement</u> . . . . .	16
12.13.	<u>Extended Vacation and Absences</u> . . . . .	16
12.14.	<u>Fencing</u> . . . . .	16

12.15.	<u>Garbage Cans</u>	16
12.16.	<u>Holiday Lights and Other Lighting</u>	17
12.17.	<u>Hurricane Shutters</u>	17
12.18.	<u>Irrigation</u>	17
12.19.	<u>Laundry</u>	17
12.20.	<u>Lawful Use</u>	17
12.21.	<u>Leases</u>	17
12.22.	<u>Maintenance by Owners</u>	17
12.22.1.	<u>Common Area Enclosed by a Private Fence</u>	18
12.22.2.	<u>Weeds and Refuse</u>	18
12.23.	<u>Minor's Use of Facilities</u>	18
12.24.	<u>Nuisances</u>	18
12.25.	<u>Paint</u>	18
12.27.	<u>Personal Property</u>	18
12.28.	<u>Pools</u>	18
12.29.	<u>Removal of Soil and Additional Landscaping</u>	18
12.30.	<u>Roofs and Pressure Cleaning</u>	19
12.31.	<u>Satellite Dishes and Antennae</u>	19
12.33.	<u>Signs</u>	19
12.34.	<u>Sports Equipment</u>	19
12.35.	<u>Storage</u>	19
12.36.	<u>Subdivision and Regulation of Land</u>	19
12.37.	<u>Substances</u>	19
12.38.	<u>Swimming and Boating</u>	19
12.39.	<u>Use of Homes</u>	19
12.40.	<u>Visibility on Corners</u>	19
12.41.	<u>Wetlands and Mitigation Areas</u>	19
12.42.	<u>Windows or Wall Units</u>	20
12.43.	<u>Window Treatments</u>	20
13.	<u>Easement for Unintentional and Non-Negligent Encroachments</u>	20
14.	<u>Insurance</u>	20
14.1.	<u>Flood Insurance</u>	20
14.2.	<u>Liability Insurance</u>	20
14.3.	<u>Directors and Officers Liability Insurance</u>	20
14.4.	<u>Other Insurance</u>	20
14.5.	<u>Homes</u>	20
14.5.1.	<u>Requirement to Maintain Insurance</u>	20
14.5.2.	<u>Required Repair. Requirement to Reconstruct or Demolish.</u>	20
14.5.3.	<u>Standard of Work.</u>	21
14.5.4.	<u>Additional Rights of Association</u>	21
14.5.5.	<u>Association Has No Liability</u>	21
14.6.	<u>Fidelity Bonds</u>	21
14.7.	<u>Association as Agent</u>	22
14.8.	<u>Casualty to Common Areas</u>	22
14.9.	<u>Nature of Reconstruction</u>	22
14.10.	<u>Additional Insured</u>	22
14.11.	<u>Cost of Payment of Premiums</u>	22
15.	<u>Property Rights</u>	22

15.1.	<u>Owners' Easement of Enjoyment</u> . . . . .	22
15.2.	<u>Ingress and Egress</u> . . . . .	23
15.3.	<u>Development Easement</u> . . . . .	23
15.4.	<u>Public Easements</u> . . . . .	23
15.5.	<u>Delegation of Use</u> . . . . .	23
15.6.	<u>Easement for Encroachments</u> . . . . .	24
15.7.	<u>Permits, Licenses and Easements</u> . . . . .	24
15.8.	<u>Support Easement and Maintenance Easement</u> . . . . .	24
15.9.	<u>Drainage</u> . . . . .	24
15.10.	<u>Duration</u> . . . . .	24
15.11.	<u>Easement for Errant Golf Balls</u> . . . . .	24
16.	<u>Assessments</u> . . . . .	25
16.1.	<u>Types of Assessments</u> . . . . .	25
16.2.	<u>Purpose of Assessments</u> . . . . .	25
16.3.	<u>Designation</u> . . . . .	26
16.4.	<u>Allocation of Operating Costs</u> . . . . .	26
16.5.	<u>General Assessments Allocation</u> . . . . .	26
16.6.	<u>Use Fees and Individual Assessment</u> . . . . .	26
16.7.	<u>Commencement of First Assessment</u> . . . . .	26
16.8.	<u>Shortfalls and Surpluses</u> . . . . .	27
16.9.	<u>Budgets</u> . . . . .	27
16.10.	<u>Establishment of Assessments</u> . . . . .	27
16.11.	<u>Capital Assessment</u> . . . . .	27
16.12.	<u>Assessment Estoppel Certificates</u> . . . . .	28
16.13.	<u>Payment of Home Real Estate Taxes</u> . . . . .	28
16.14.	<u>Creation of the Lien and Personal Obligation</u> . . . . .	28
16.15.	<u>Subordination of the Lien to Mortgages</u> . . . . .	28
16.16.	<u>Acceleration</u> . . . . .	28
16.17.	<u>Non-Payment of Assessments</u> . . . . .	29
16.18.	<u>Exemption</u> . . . . .	29
16.19.	<u>Collection by Developer</u> . . . . .	29
16.20.	<u>Rights to Pay Assessments and Receive Reimbursement</u> . . . . .	29
16.21.	<u>Mortgagee Right</u> . . . . .	30
17.	<u>Information to Lenders and Owners</u> . . . . .	30
17.1.	<u>Availability</u> . . . . .	30
17.2.	<u>Copying</u> . . . . .	30
17.3.	<u>Notice</u> . . . . .	30
18.	<u>Architectural Control</u> . . . . .	30
18.1.	<u>Architectural Control Committee</u> . . . . .	30
18.2.	<u>Membership</u> . . . . .	30
18.3.	<u>General Plan</u> . . . . .	31
18.4.	<u>Neighborhood Plan</u> . . . . .	31
18.5.	<u>Community Standards</u> . . . . .	31
18.6.	<u>Quorum</u> . . . . .	31
18.7.	<u>Power and Duties of the ACC</u> . . . . .	31
18.8.	<u>Procedure</u> . . . . .	31
18.9.	<u>Alterations</u> . . . . .	32
18.10.	<u>Variances</u> . . . . .	32

18.11.	<u>Permits.</u>	32
18.12.	<u>Construction by Owners.</u>	33
18.13.	<u>Inspection.</u>	33
18.14.	<u>Violation.</u>	34
18.15.	<u>Court Costs.</u>	34
18.16.	<u>Certificate.</u>	34
18.17.	<u>Certificate of Compliance.</u>	34
18.18.	<u>Exemption.</u>	34
18.19.	<u>Exculpation.</u>	34
19.	<u>Commons Association</u>	35
20.	<u>Master Association</u>	35
20.1.	<u>Master Association Easements</u>	35
20.2.	<u>Priority of Master Association Lien.</u>	35
21.	<u>Owners Liability.</u>	35
21.1.	<u>Right to Cure.</u>	35
21.2.	<u>Non-Monetary Defaults.</u>	35
21.3.	<u>No Waiver.</u>	36
21.4.	<u>Rights Cumulative.</u>	36
21.5.	<u>Enforcement By or Against Other Persons.</u>	36
21.6.	<u>Fines.</u>	36
22.	<u>Additional Rights of Developer</u>	36
22.1.	<u>Sales Office and Administrative Offices.</u>	36
22.2.	<u>Modification.</u>	37
22.3.	<u>Promotional Events.</u>	37
22.4.	<u>Use by Prospective Purchasers.</u>	37
22.5.	<u>Franchises.</u>	37
22.6.	<u>Easements.</u>	37
22.7.	<u>Right to Enforce.</u>	38
22.8.	<u>Additional Development.</u>	38
22.9.	<u>Representations.</u>	38
22.10.	<u>Non-Liability.</u>	38
22.11.	<u>Resolution of Disputes</u>	39
22.12.	<u>Venue</u>	39
22.13.	<u>Reliance</u>	39
22.14.	<u>Duration of Rights.</u>	40
22.15.	<u>Neighborhood Monitoring System</u>	40
22.15.1.	<u>Right to Install</u>	40
22.15.2.	<u>Components</u>	40
22.15.3.	<u>Part of Operating Costs</u>	41
22.15.4.	<u>Owners' Responsibility</u>	41
23.	<u>Telecommunications Services.</u>	41
23.1.	<u>Right to Contract for Telecommunications Services</u>	41
23.2.	<u>Easements</u>	41
23.3.	<u>Restoration</u>	42
24.	<u>Refund of Taxes and Other Charges</u>	42

25.	<u>Assignment of Powers.</u>	42
26.	<u>General Provisions.</u>	42
26.1.	<u>Authority of Board.</u>	42
26.2.	<u>Severability.</u>	42
26.3.	<u>Construction Activities</u>	42
26.4.	<u>Affirmative Obligation of Association</u>	43
26.6.	<u>Notices.</u>	43
26.7.	<u>Florida Statutes</u>	43
26.8.	<u>Neighborhood Title Documents</u>	44

# DECLARATION OF RESTRICTIONS AND COVENANTS FOR LANGSHIRE OF LEGENDS

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR LANGSHIRE OF LEGENDS (this "Declaration") is made this 25th day of April, 2002 by Kings Wood Development Company, L.C., a Florida limited liability company ("Kings Wood") and joined in by Lennar Homes, Inc., a Florida corporation ("Lennar") and by Langshire of Legends Association, Inc., a Florida not-for-profit corporation ("Association").

## RECITALS

A. Kings Wood and Lennar are the owners of the real property in Lee County, Florida more particularly described in Exhibit 1 attached hereto and made a part hereof ("Langshire of Legends").

B. Kings Wood and Lennar desire to subject Langshire of Legends to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising Langshire of Legends, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, Kings Wood and Lennar hereby declare that every portion of Langshire of Legends is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions.

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee for Langshire of Legends established pursuant to Section 18.1 hereof.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16 hereof.

"Association" shall mean the Langshire of Legends Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

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

"Board" shall mean the Board of Directors of Association.

"Builder" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof, as amended from time to time.

"Common Areas" shall mean all real property interests and personalty within Langshire of Legends designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Langshire of Legends. The Common Areas may include, without limitation, open space areas, internal buffers, perimeter buffers or landscape areas, improvements, easement areas owned by others, additions, irrigation pumps, irrigation lines, sidewalks, streets, lights, walls, commonly used utility facilities, signage, other lighting, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER 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 ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. The Common Areas will include the private roads.

"Community Completion Date" shall mean the date upon which all Homes in Langshire of Legends, as ultimately planned and as fully developed, have been conveyed by Developer and Builder(s) to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 18.5 hereof.

"Contractors" shall have the meaning set forth in Section 18.12.2 hereof.

"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.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Developer" shall mean Kings Wood and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Langshire of Legends" shall mean all of the real property described on Exhibit 1 and shall include the Common Areas, each Home, each Parcel, Lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Langshire of Legends.

"Executive Home" shall mean any single family home. Homes within Langshire of Legends which are Executive Homes.

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

"Home" shall mean each Executive Home and appurtenances thereto constructed within Langshire of Legends. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy on for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 16.2.5 hereof.

"Kings Wood" shall mean Kings Wood Development Company, L.C., a Florida limited liability company.

"Legends Golf & Country Club" shall have the meaning set forth in the Master Declaration.

"Lender" shall mean the holder of a first mortgage encumbering a Home or any portion of Langshire of Legends.

"Lennar" shall mean Lennar Homes, Inc., a Florida corporation.

"Lot" shall mean any platted residential lot shown on a Plat.

"Master Association" shall mean Legends Golf & Country Club Master Association, Inc. a Florida not-for-profit corporation.

"Master Declaration" shall mean the Declaration of Restrictions and Covenants for Legends Golf & Country Club recorded Official Records Book 3076 at Page 418 in the Public Records of Lee County, Florida, as the same may be amended from time to time.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes *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 dialtone, or any combination thereof.

"Neighborhood Association" shall have the meaning set forth in the Master Declaration. Association is a Neighborhood Association.

"Neighborhood Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of exclusively Langshire of Legends. By way of example, and not of limitation, the term Neighborhood Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Homes, or any combination thereof. THE PROVISION OF A NEIGHBORHOOD MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN LANGSHIRE OF LEGENDS, DEVELOPER, BUILDERS, ASSOCIATION AND THE NEIGHBORHOOD ASSOCIATIONS. DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY NEIGHBORHOOD

MONITORING 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 MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, BUILDERS, ASSOCIATION, OTHER NEIGHBORHOOD ASSOCIATIONS, AND THE MASTER ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, BUILDERS, ASSOCIATION, OTHER NEIGHBORHOOD ASSOCIATIONS AND THE MASTER ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Neighborhood Plan" shall mean collectively the full or partial concept plan for the development of Langshire of Legends, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Neighborhood Plan is subject to change as set forth herein. The Neighborhood Plan is not a representation by Developer as to the development of Langshire of Legends, or its amenities, as Developer reserves the right to amend all or part of the Neighborhood Plan from time to time.

"Neighborhood Title Documents" shall have the meaning set forth in Section 26.8 hereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Neighborhood Monitoring System costs (if any); salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer until the Turnover Date, or Builder or a Lender.

"Parcel" shall mean any portion of Langshire of Legends upon which one or more Homes may be constructed.

"Plat" shall mean any plat of any portion of Langshire of Legends filed in the Public Records, as the same may be amended by Developer, from time to time.

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

"Public Records" shall mean the Public Records of Lee County, Florida.

"Quarterly Assessments" shall have the meaning set forth in Section 16.2.1 hereof.

"Reserves" shall have the meaning set forth in Section 16.2.4 hereof.

"Rules and Regulations" shall mean collectively the Rules and Regulations governing Langshire of Legends as adopted by the Board from time to time.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 16.2.2 hereof.

"Telecommunications Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer 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 Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

"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, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, Basic Service, Expanded Basic Service and Premium Channels.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Langshire of Legends. 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 of 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).

"Tenant" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Langshire of Legends.

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

"Turnover Date" shall mean ninety (90) days from the date upon which ninety percent (90%) of the Homes that can be built within Langshire of Legends have been conveyed by Developer or any Builder to Owners, or such earlier date as determined by Developer.

"Use Fees" shall have the meaning set forth in Section 16.2.3 hereof.

"Capital Assessment" shall have the meaning set forth in Section 16.11 hereof.

"Zero Lot Line Wall" shall mean a wall built directly on a lot line which forms part of a Home commonly known as a zero lot line. If there is any question about whether a Home is a zero lot line residence, or which portion of a residence is a Zero Lot Line Wall, the Association's determination shall be final.

3. Plan of Development. The planning process for Langshire of Legends is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Although Langshire will initially consist of only ninety-eight (98) single family homes, the Developer at this time reserves the right to add additional homes to Langshire. Subject to the Neighborhood Title Documents, Developer may wish and has the right to develop Langshire of Legends and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, condominiums, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Langshire of Legends as finally developed.

4. Amendment.

4.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. Any amendment which affects the Surface Water Management System (as defined in the Master Declaration) shall require the prior approval of the South Florida Water Management District. No amendment shall be effective until it is recorded in the Public Records.

4.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Langshire of Legends; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5. Annexation and Withdrawal.

5.1. Annexation by Developer. Prior to the Turnover Date, additional lands may be made part of Langshire of Legends by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Langshire of Legends. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Langshire of Legends, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Langshire of Legends.

Such amendment may contain additions to, or modifications of, omissions to, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Turnover Date, only Developer may add additional lands to Langshire of Legends.

5.2. Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5.3. Withdrawal. Prior to the Turnover Date, any portions of Langshire of Legends (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Langshire of Legends shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Langshire of Legends shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Langshire of Legends). Association shall have no right to withdraw land from Langshire of Legends.

## 6. Dissolution.

6.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Langshire of Legends and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Langshire of Legends which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

## 7. Binding Effect and Membership.

7.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or to any portion of Langshire of Legends and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that

any Owner desires to sell or otherwise transfer title of his or her Home, 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 Home 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 Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Tenant, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in this Declaration, the Articles and the By-Laws.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

7.7. Conflicts. In the event of any conflict among this Declaration, the Master Declaration, the Articles, the By-Laws or any of the other Association Documents, the Master Declaration shall control. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Langshire of Legends for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Langshire of Legends part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Langshire of Legends. In addition, the Common Areas of Langshire of Legends may include decorative improvements, and berms. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas.

9.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of Langshire of Legends or Home 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 Association. The current conceptual representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. Developer has no obligation or responsibility to construct or supply any such Common Areas. No party should 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 Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion.

9.2. Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Langshire of Legends, from time to time, in its sole discretion, and to remove, add to, modify and/or change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3. Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Developer.

9.4. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Developer 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, or by Quitclaim Deed from Developer to Association. Association shall pay all costs of the conveyance. 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. Association 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 Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) 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. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each irrevocable Owner's ingress and egress easement to his or her Home as set forth in this Declaration.

9.5. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Langshire of Legends including, but not limited to, Association, Developer, Owners and any Lenders. Notwithstanding the foregoing, only subject to Association's right to grant easements and other interests as provided herein, Association 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 the Community Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Community Completion Date, approval of (a) sixty-six and 2/3 percent (66⅔%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

9.6. Delegation and Managers. Once conveyed or dedicated to Association, 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 Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.7. Use.

9.7.1. General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate.

9.7.2. Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association 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. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.7.3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.7.4. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Langshire of Legends accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of Langshire of Legends (e.g., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) noise caused by golfers, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by constant golf traffic on the Golf Course (as such term is defined in the Master Declaration) or the removal or pruning of shrubbery or trees within Langshire of Legends, (f) errant golf balls and (g) design of any portion of Langshire of Legends. Each person entering onto any portion of Langshire of Legends also expressly indemnifies and agrees to hold harmless Developer, Association, Builders, and all other Neighborhood Associations 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 Common Areas, or proximity of

any Home to the Golf Facilities (as such term is defined in the Master Declaration), including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool or area adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, DEER, SWINE, SNAKES, DUCKS, TURKEYS, AND FOXES. DEVELOPER, BUILDERS, ASSOCIATION AND ALL OTHER NEIGHBORHOOD ASSOCIATIONS 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.

9.7.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer and Association, 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 Common Areas, including, without limitation, use of the lakes and other waterbodies within Langshire of Legends 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 Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or 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 attorney's fees and paraprofessional fees at trial and upon appeal.

#### 9.8. Rules and Regulations.

9.8.1. Generally. Prior to Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and the Langshire of Legends. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.8.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer and/or Builder or to any property owned by Developer and/or Builder, and shall not be applied in a manner which would adversely affect the interests of the Developer. Without limiting the foregoing, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial, club uses, and industrial uses, Homes, Common Areas, and related improvements within Langshire of Legends, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Langshire of Legends), general office and construction operations within Langshire of Legends; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Langshire of Legends for sales, 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 Langshire of Legends; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Langshire of Legends owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Langshire of Legends including, without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Langshire of Legends by dredge or dragline, store fill within Langshire of Legends and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Langshire of Legends and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Langshire of Legends.

9.9. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.10. Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Lee County and all other applicable governing entities having jurisdiction with respect to the same.

9.11. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

#### 10. Zero Lot Line Homes.

10.1. Easement for Zero Lot Line Wall Maintenance. Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. Developer hereby grants to each Owner of a Zero Lot Line Wall a maintenance easement over the Home adjacent to the Zero Lot Line Wall for the maintenance of the Zero Lot Line Wall and any wing wall attached thereto and for ingress and egress to the Zero Lot Line Wall and wing wall. The easement shall be four (4) feet in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Home on which the easement exists. No improvements of any kind shall be constructed in the easement area which would block access to the Zero Lot Line Wall and wing wall, if any, or which would in any way interfere with the ability of an Owner of a Zero Lot Line Wall to maintain the Zero Lot Line Wall and wing wall. Notwithstanding the foregoing, Developer may construct a connecting wall across the easement area; provided, however, that the Owner of a Zero Lot Line Wall shall have access at all reasonable times to the easement area. In the event that there is any question about when access under the easement created by this Section is reasonable, the Association's determination shall be final. In the event that the Owner of a Zero Lot Line Wall damages the adjacent Home subject to the foregoing maintenance easement, the Owner of the Zero Lot Line Wall shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the

absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the damaged Home to effect such repair, and the cost thereof shall be charged to the Owner of the Zero Lot Line Wall as an Individual Assessment.

10.2. Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the owner of any Home immediately adjacent to a Zero Lot Line Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward.

10.3. No Structural Change. No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make any structural changes in a Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the ACC.

10.4. Damage by Owner of Adjacent Home. In the event that a Zero Lot Line wall is damaged by the Owner of an adjacent Home, the Owner of the adjacent Home shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

10.5. Construction Easement. Developer reserves for itself and for any applicable Builder an easement over all zero lot line Homes for all construction purposes. By way of example, Developer's or Builder's construction crews may be required to enter onto a completed zero lot line Home in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to zero lot line Homes, and shall be construed as broadly as possible.

# 11. Maintenance by Association.

11.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times operate, maintain, repair, replace and insure the Common Areas, including all improvements placed thereon. The Owners have the right to enforce, by appropriate legal means, the Association's duty to operate, maintain, repair, replace and insure the Common Areas, including without limitation all improvements placed thereon, all easements and rights-of-way and, to the extent applicable to Association, the Surface Water Management System.

11.2. Lawn Maintenance. Association shall cut and edge the grass in the yard of each Home. The Association will fertilize, weed, and mulch the yard of each Home. In addition, the Association shall provide normal trimming all trees and shrubs, and weeding and caring for any plant bed. Each Owner is responsible for replacing any trees, shrubs, grass, flowers, (whether annual or perennials) or landscaping that require replacement in the yard. Notwithstanding the foregoing, each Owner is specifically responsible for cutting, edging, fertilizing, and mulching all grass and other landscaping within any portion of a Home that is fenced. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE YARDS, OTHER HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER HOMES. The Board may change the lawn maintenance responsibilities of Association by Board action.

11.3. Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

11.4. Irrigation. Developer may utilize a computerized loop system to irrigate Common Areas and/or Homes. Any computerized loop irrigation system shall be the maintenance obligation of Association and shall be deemed part of the Common Areas. Times, levels and frequency of irrigation service provided to homes shall be within the sole authority and jurisdiction of the Association whose discretion may be affected by proper governmental authority.

11.5. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.6. Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Langshire of Legends for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Langshire of Legends if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.7. Maintenance of Property Owned by Others. Association shall, if designated by Master Association or Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are within or outside of Langshire of Legends and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Langshire of Legends. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

12. Use Restrictions. In addition to use restrictions in the Master Declaration, each Owner must comply with the following:

12.1. Alterations and Additions. No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.2. Animals. No animals of any kind shall be raised, bred or kept within Langshire of Legends for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Lee County ordinances up to a limit of two (2) such pets and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home

is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a fenced yard of a Home. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Langshire of Legends designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

12.3. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.

12.4. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 14.5.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

12.5. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home within Langshire of Legends. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Langshire of Legends. No solicitors of a commercial nature shall be allowed within Langshire of Legends, without the prior written consent of Association. No garage sales are permitted, except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

12.6. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Langshire of Legends.

12.7. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

12.8. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Langshire of Legends.

12.9. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Langshire of Legends without the prior written approval of the ACC. This provision shall not preclude the display of one (1) United States flag being displayed in a respectful way, but may be subject to reasonable standards for size, placement and safety as adopted by the Association.

12.10. Disputes as to Use. If there is any dispute as to whether the use of any portion of Langshire of Legends complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.11. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever. Notwithstanding the foregoing, the provisions of this section are not intended to abrogate or diminish Association's responsibilities for maintenance of the drainage system and the Surface Water Management System set out in this Declaration or otherwise provided for, including without limitation Association's compliance with any maintenance requirements of the South Florida Water Management District.

12.12. Driveway Easement. Each Owner shall be responsible to repair any damage to a driveway which comprises part of a Home, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

12.13. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Association shall have no responsibility of any nature relating to any unoccupied Home.

12.14. Fencing. No walls or fences shall be erected or installed without prior written consent of the ACC. White aluminum fences may be allowed with ACC approval. No chain link fencing of any kind shall be allowed.

12.15. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel.

12.16. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

12.17. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise.

12.18. Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Association may use waterways and lakes to irrigate Common Areas subject to applicable permitting. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association, shall be the maintenance obligation of the Master Association and shall be deemed part of the Common Areas.

12.19. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Parcel.

12.20. Lawful Use. No unlawful or obnoxious use shall be made in any portion of Langshire of Legends. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Langshire of Legends shall be the same as the responsibility for maintenance and repair of the property concerned.

12.21. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than thirty (30) days.

12.22. Maintenance by Owners. Subject only to Association's obligation to cut and edge grass in the yard of a Home as elsewhere provided herein, the owner shall be responsible for the maintenance, repair and replacement of the home, all lawns, landscaping and any property, structures, improvements, fences, and appurtenances, all of which shall be well maintained, repaired or replaced as necessary by the owner and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Langshire of Legends.

# **Langshire of Legends**

## **Homeowner's Association**

### **RENTAL/LEASING OF LANGSIRE RESIDENCES**

Owners of residences within the Langshire of Legends Homeowner's Association may elect to rent/lease their homes. All rentals/leases of homes must be within the guidelines defined by 12.21 of the Langshire of Legends Documents.

12.21 **Leases** Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a home. Individual rooms of a home may not be leased on any basis. No transient tenants may be accommodated in a home. All leases or occupancy agreements shall be in writing and a copy of all leases of home shall be provided to Association if so requested by the Association. **No home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term.** No time-share or other similar arrangement is permitted. **The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than thirty (30) days.**

In the absence of requiring a copy of the rental or lease agreement, the Board of Directors of the Langshire of Legends Homeowner's Association request a **Rental/Lease Information Form** be forwarded to the Secretary of the Association within ten days after the agreement is signed. The Association needs this information for the following reasons:

1. If a party **other** than the owner is occupying the home, neighbors and board members may question whether it is being done with owner's consent.
2. In cases of emergency situations, board members are contacted by police departments as to the location of residents of Langshire. If we are not aware of the individuals occupying homes, we cannot help in these emergency situations.
3. Renters must follow the same document guidelines as owners. If we are not aware the home is rented, we cannot enforce the guidelines as needed.
4. If renters are having difficulty following the document guidelines, the board needs to be able to notify the owner with the information to resolve the problem.

### **PROCEDURES TO FOLLOW WHEN RENTING/LEASING PROPERTY**

1. Fill out the Rental/Lease Information Form . A copy of the form may be obtained for any board member or our web site: Langshire.com.
2. Mail the form to Secretary, Langshire of Legends Homeowner's Association, 8195 Woodridge Pointe Drive, Ft. Myers, FL 33912.

**Langshire of Legends**  
**Homeowner's Association**

**RENTAL/LEASE INFORMATION FORM**

**DIRECTIONS:** Fill out the information requested on the form within ten days of the rental and mail to: Secretary, Langshire of Legends Homeowner's Association, 8185 Woodridge Pointe Drive, Ft. Myers, FL 33912.

**Address of Property:** \_\_\_\_\_

**Name of Renter:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Work Phone Number** \_\_\_\_\_

**No. of Adults:** \_\_\_\_\_ **No. of Children:** \_\_\_\_\_

**Length of Rental Agreement: From** \_\_\_\_\_ **to** \_\_\_\_\_.

**Owner of Property:** \_\_\_\_\_

**Contact Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Signed-Owner** \_\_\_\_\_

**Date:** \_\_\_\_\_

12.22.1. Common Area Enclosed by a Private Fence. If an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

12.22.2. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.23. Minor's Use of Facilities. Adults shall be responsible for all actions of their minor children at all times in and about Langshire of Legends. Developer shall not be responsible for any use of the facilities by anyone, including minors.

12.24. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Langshire of Legends is permitted. No firearms shall be discharged within Langshire of Legends. Nothing shall be done or kept within the Common Areas, or any other portion of Langshire of Legends, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

12.25. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

12.26. Parking. Owners' automobiles shall be parked in the garage or driveway. Each Home will have a garage. No vehicle which cannot operate on its own power shall remain on Langshire of Legends for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Langshire of Legends, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat, trailer, including but not limited to boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept with Langshire of Legends except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Such vehicles shall not contain any commercial business names, written advertisements, or logos written on the outside of such vehicles. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builders of Homes, Common Areas, or any other Langshire of Legends facility.

12.27. Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel or Home, or any other portion of Langshire of Legends, which is unsightly or which interferes with the comfort and convenience of others.

12.28. Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

12.29. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Langshire of Legends, change the level of the land within Langshire of Legends, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Langshire of Legends. Owners may not place additional plants, shrubs, or trees within any portion of Langshire of Legends without the prior approval of the ACC.

12.30. Roofs and Pressure Cleaning. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ACC.

12.31. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel or other portion of Langshire of Legends without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

12.32. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

12.33. Signs. No sign, flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel or Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Notwithstanding the foregoing, no Owner shall display a "for sale" or "for lease" sign within a Home.

12.34. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Langshire of Legends without prior written consent of the ACC.

12.35. 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 ACC, which approval shall conform to the requirements of this Declaration.

12.36. Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Langshire of Legends, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

12.37. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Langshire of Legends or within any Home or Parcel, except those which are required for normal household use.

12.38. Swimming and Boating. Swimming and boating in any part of a lake or other water body forming part of Legends Golf & Country Club is expressly prohibited.

12.39. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

12.40. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

12.41. Wetlands and Mitigation Areas. It is anticipated that the Common Areas shall include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Master Association in their natural state.

12.42. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

12.43. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

14. Insurance. Association shall maintain the following insurance coverages:

14.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

14.5. Homes.

14.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.5.2. Required Repair. Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty

or such longer period of time established by the Board in its sole and absolute discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

14.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.5.3 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Langshire of Legends.

14.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair performed by Association.

14.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

14.6. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

14.6.1. The bonds shall name Association as an obligee.

14.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

14.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

14.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

14.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

14.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

14.10. Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

14.11. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

15. Property Rights.

15.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Langshire of Legends shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

15.1.2. The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

15.1.3. The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

15.1.4. The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

15.1.5. The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.6. The rights of Developer and/or Association regarding Langshire of Legends as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

15.1.7. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.1.8. An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

15.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes. This easement shall run in favor of Owners, Association, Master Association, Developer, Builders and their invitees and agents. In addition, an easement for ingress and egress over the road within the Common Areas of Langshire of Legends is hereby created in favor of the future owners within any adjacent Neighborhood (as defined in the Master Declaration) for access to and from their Neighborhood.

15.3. Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under Langshire of Legends as may be required in connection with the development of Langshire of Legends, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Langshire of Legends, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Langshire of Legends for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer or any be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Langshire of Legends from Developer's sales facilities located within Langshire of Legends. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 22 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

15.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Langshire of Legends.

15.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7. Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Langshire of Legends (including Homes) 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 Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Langshire of Legends (including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9. Drainage. A non-exclusive easement shall exist in favor of Developer, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Langshire of Legends over, across and upon Langshire of Legends for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Langshire of Legends (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Langshire of Legends and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Langshire of Legends and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

15.11. Easement for Errant Golf Balls. Non-specific easements are created for the benefit of users of the Golf Course (as such term is defined in the Master Declaration) over Homes, Common Areas, and other properties adjacent to the Golf Course, to permit every reasonable act necessary and appropriate to playing golf. These easements include, without limitation, the flight of golf balls over Homes and the Common Areas, the landing of golf balls, the use of necessary golf cars and maintenance equipment and the usual common noises created by playing golf and maintaining the Golf Course. Developer, Builders, the Master Association, Association and each other Neighborhood Association shall not be liable or responsible for disputes between an Owner and any person using the course. All Owners, by acceptance of delivery of a deed to a Home or unimproved Lot will assume all risks associated with errant golf balls, and agree and covenant not to make any claim or institute any action against the Developer, the Master Association, Association, Builders, or other Neighborhood Associations arising or resulting from any errant golf balls or damages caused thereby.

16. Assessments.

16.1. Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot owned by a Builder which does not contain a Home, but such Lot receives certain services. Builders shall not be required to pay for any portion of Assessments for services when such Lots owned by Builders do not receive such services (e.g., Telecommunications Services). Builders may be required to pay a reduced amount of Assessments when the Lots owned by such Builders receive a reduced service.

16.2. Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Langshire of Legends, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association and for any obligations assumed by the Association, either contractually or otherwise, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

16.2.1. Any quarterly assessment (as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Quarterly Assessments");

16.2.2. Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments");

16.2.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

16.2.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Quarterly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Reserves pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

16.2.5. Assessments for which one or more Owners (but less than all Owners) within Langshire of Legends is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner

satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

16.3. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

16.4. Allocation of Operating Costs.

16.4.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

16.4.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his or her pro rata portion of Quarterly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Langshire of Legends conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

16.4.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Quarterly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Quarterly Assessments, which Special Assessment shall relate back to the date that the Quarterly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

16.4.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

16.5. General Assessments Allocation. Except as hereinafter specified to the contrary, Quarterly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

16.6. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Association.

16.7. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Parcel to such Builder.

D BOOK 03634 PAGE 4004

16.8. Shortfalls and Surpluses. Each Owner acknowledges that because Quarterly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Quarterly Assessments not raised by virtue of income receivable by Association or (ii) to pay Quarterly Assessments on Homes or Lots owned by Developer. Developer shall never be required to (i) fund shortfalls in Quarterly Assessments unless Developer has elected to fund the deficit instead of paying Quarterly Assessments on Homes or Lots owned by Developer or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

16.9. Budgets. There shall be one (1) budget for the Association. The Association will contain twenty-six (26) homes with each home obligated to pay its pro rata share of the assessments levied by the Association. The initial budget prepared by Developer are adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

16.10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

16.10.1. Quarterly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner and Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

16.10.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

16.10.3. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

16.11. Capital Assessment. Association has established an initial capital assessment fund for the operation of Association (the "Initial Capital Assessment"). There shall be collected from each Owner that purchases a Home from Developer at the time of conveyance of each Home an amount equal to \$200.00. There shall be collected from each Builder that purchases a Parcel from Developer at the time of conveyance of each Parcel an amount equal to \$200.00 (or such greater amount determined by Developer from time to time) for each Home which Developer determines can be built on such Parcel. At the time that such Builder conveys a Home to an Owner, such Owner shall pay such Builder an amount equal to the amount paid by such Builder for such Home in order to compensate Builder for the amount advanced. Each Owner's share of the Initial Capital Assessment Fund shall be transferred to Association immediately after the closing of the Home. Initial Capital Assessment Fund shall be used to reduce the deficit that might otherwise be funded by Developer or for any other purposes deemed appropriate by Developer and/or Association. Without limiting the foregoing, no portion of the Initial Capital Assessment Fund shall be used for the payment of legal fees or litigation expenses. To the extent of any deficiencies in the Common Areas,

Association shall use the Initial Capital Assessment Fund to remedy such deficiencies before making any claim against Developer. Moreover, the total amount of such funds and interest accrued thereon, if any, shall be a set-off against any amounts payable by Developer to Association. Amounts paid into the Initial Capital Assessment Fund are not to be considered as advance payment of Assessments and may be used by Association for any purpose whatsoever, including without limitation, reducing funding obligations, if any, of Developer relative to Association. Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to the Initial Capital Assessment Fund.

16.12. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any 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 Association 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 Operating Costs or Assessments.

16.13. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

16.14. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

16.15. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Quarterly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

16.16. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

16.17. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

16.18. Exemption. The Board shall have the right to exempt any portion of Langshire of Legends subject to this Declaration from the Assessments, provided that such part of Langshire of Legends exempted is used (and as long as it is used) for any of the following purposes:

- 16.18.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- 16.18.2. Any real property interest held by a Telecommunications Provider;
- 16.18.3. Any of Langshire of Legends exempted from ad valorem taxation by the laws of the State of Florida;
- 16.18.4. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Langshire of Legends is a part.

16.19. Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

16.20. Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

16.21. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

17. Information to Lenders and Owners.

17.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

17.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

17.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

17.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

17.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

18. Architectural Control. In addition to the architectural control provisions in the Master Declaration, the following provisions govern Langshire of Legends.

18.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Langshire of Legends. Until the turnover date, the Developer shall have the right to appoint one (1) person, who may be employed by the Developer, who alone shall serve in the capacity as the entire committee. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

18.2. Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

18.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Langshire of Legends. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Langshire of Legends by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

18.4. Neighborhood Plan. Developer has established an overall Neighborhood Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Neighborhood Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING Langshire of Legends. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW LANGSHIRE OF LEGENDS WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

18.5. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

18.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

18.7. Power and Duties of the ACC. No improvements shall be constructed on any portion of Langshire of Legends, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Langshire of Legends, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

18.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer

showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

18.8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

18.8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

18.8.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

18.8.6. Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

18.9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.10. Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

18.11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

18.12.1. Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Langshire of Legends shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Langshire of Legends shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Langshire of Legends and no construction materials shall be stored in Langshire of Legends subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Langshire of Legends or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

18.12.2. There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each and all of its employees and contractors and their employees shall utilize those roadways and entrances into Langshire of Legends as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

18.12.3. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Langshire of Legends.

18.12.4. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Langshire of Legends. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Langshire of Legends and each Owner shall include the same therein.

18.13. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Langshire of Legends at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

18.14. Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

18.16. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

18.17. Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 18.13 herein.

18.18. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder, or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

18.19. Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

19. Commons Association. The Langshire of Legends Association, Inc. shall be a member of the Langshire Commons Association, Inc. which has been created to own and operate certain common area, including, but not limited to, paved common area roadways and the swimming pool. Langshire of Legends Association, Inc.'s rights, duties and obligations, including, but not limited to, voting rights, representation on the Commons Board of Directors and assessment obligations are enumerated in the Langshire Commons Governing Documents.

20. Master Association. Each Owner and Home is subject to the Master Declaration which contains, among other things, architectural review requirements, assessment obligations, and use restrictions.

20.1. Master Association Easements. Without limiting any provision of the Master Declaration, the Master Association, and its agents, employees, and managers, shall be deemed to have easements of ingress and egress in, over, and across the Common Areas for all reasonable purposes including, without limitation, such easements required for maintenance of the entrance signage for Langshire of Legends, if any and maintenance of the entrance signage for an adjacent Neighborhood.

20.2. Priority of Master Association Lien. A Claim of Lien for Assessments payable to the Master Association shall be superior to a Claim of Lien for Assessments due to the Association.

21. Owners Liability.

21.1. Right to Cure. Should any Owner do any of the following:

21.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

21.1.2. Cause any damage to any improvement or Common Areas; or

21.1.3. Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

21.1.4. Undertake unauthorized improvements or modifications to a Home or the Common Areas;  
or

21.1.5. Impede Developer from proceeding with or completing the development of Langshire of Legends, then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

21.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

21.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

21.2.2. Commence an action to recover damages; and/or

21.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

21.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

21.4. Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

21.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer, Association, and/or Owners, where applicable, 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 Community Standards 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 Community Standards.

21.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 720.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

## 22. Additional Rights of Developer.

22.1. Sales Office and Administrative Offices. For so long as Developer, Builder, and their assigns owns any property in Langshire of Legends, is affected by this Declaration, or maintains a sales office or administrative office within Langshire of Legends, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Langshire of Legends and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Langshire of Legends. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Langshire of Legends, including Common Areas, employees in the models and offices, without the payment

of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

22.2. Modification. The development and marketing of Langshire of Legends will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Langshire of Legends to, as an example and not a limitation, amend a Plat and/or the Neighborhood Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

22.3. Promotional Events. Developer, Builders, and their assigns shall have the right, at any time, to hold marketing and promotional events within Langshire of Legends and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Langshire of Legends and Homes in advertisements and other media by making reference to Langshire of Legends, including, but not limited to, pictures or drawings of Langshire of Legends, Common Areas, and Homes constructed in Langshire of Legends. All logos, trademarks, and designs used in connection with Langshire of Legends are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

22.4. Use by Prospective Purchasers. Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Langshire of Legends.

22.5. Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

22.6. Easements. For a period of ten (10) years after the Community Completion Date, Developer reserves the exclusive right to grant, modify, amend, reserve, vacate, dedicate, terminate, extinguish, create and record, in its sole discretion, easements, permits and/or licenses for ingress and egress, irrigation, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, upon and across Langshire of Legends so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of Langshire of Legends so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Langshire of Legends. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated

therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

22.7. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

22.8. Additional Development. If Developer withdraws portions of Langshire of Legends from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

22.9. Representations. Developer makes no representations concerning development both within the boundaries of Langshire of Legends including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on Langshire of Legends or in Langshire of Legends or adjacent or near Langshire of Legends, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

22.10. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LANGSHIRE OF LEGENDS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

22.10.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LANGSHIRE OF LEGENDS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF LANGSHIRE OF LEGENDS AND THE VALUE THEREOF; AND

22.10.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR LEE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

- 22.10.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF LANGSHIRE OF LEGENDS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

22.11. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

22.12. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN LEE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN LEE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN LEE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN LEE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN LEE COUNTY, FLORIDA.

22.13. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT LANGSHIRE OF LEGENDS TO THIS DECLARATION, EACH OWNER DOES

HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

22.14. Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in Langshire of Legends; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

22.15. Neighborhood Monitoring System. In addition to any Monitoring System (as such term is defined in the Master Declaration) maintained and/or operated by the Master Association, if any, the following provisions shall govern any Neighborhood Monitoring System which exclusively serves Langshire of Legends.

22.15.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Neighborhood Monitoring System for Langshire of Legends and/or each Home within Langshire of Legends. Prior to the Community Completion Date, all contracts for Neighborhood Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Neighborhood Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Neighborhood Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Langshire of Legends may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, THE MASTER ASSOCIATION, BUILDERS, OTHER NEIGHBORHOOD ASSOCIATIONS, AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

22.15.2. Components. The Neighborhood Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. It is anticipated that the gatehouse, if applicable, will not be manned until after the Community Completion Date, at which time Association may elect to man the gatehouse. Association and Developer 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 the Community Completion Date, Association may expand the Neighborhood Monitoring 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, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gates 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 the Community Completion Date without the prior written consent of Developer.

22.15.3. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Neighborhood Monitoring System may be included in Operating Costs of Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Neighborhood Monitoring System will be to control access to Langshire of Legends.

22.15.4. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that the Master Association, their Boards and officers, Developer, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Neighborhood Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Neighborhood Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Neighborhood Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Neighborhood Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Neighborhood Monitoring System, and the Owners and Association shall not make any claim against Developer or any Builder for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Neighborhood Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Neighborhood Monitoring 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 Langshire of Legends or any residential subdivision contained therein. Developer, Builders, Association, the other Neighborhood Associations, and the Master Association do not guarantee or warrant, expressly or by implication, the merchantability of fitness for use of any community Neighborhood Monitoring 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 Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer, Builders, the Association, the other Neighborhood Associations, and the Master Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer, Builders, Association, the other Neighborhood Associations, and the Master Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

## 23. Telecommunications Services.

23.1. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Langshire of Legends. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Langshire of Legends as agreed, from time to time, between the Telecommunications Provider and Developer.

23.2. Easements. Developer (i) reserves unto 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 Langshire of Legends pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Langshire of Legends for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Langshire of Legends for installing,

constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of Langshire of Legends, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

23.3. 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 and/or any Home 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 ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association 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 Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

24. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

25. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

26. General Provisions.

26.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

26.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

26.3. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF LANGSHIRE OF LEGENDS ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO LANGSHIRE OF LEGENDS. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LANGSHIRE OF LEGENDS, EACH SUCH OWNER, OCCUPANT AND 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 THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO LANGSHIRE OF LEGENDS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF LANGSHIRE OF LEGENDS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

26.4. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy.

26.5. Execution of Documents. Developer's plan of development for Langshire of Legends (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Langshire of Legends, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Langshire of Legends or any portion(s) thereof.

26.6. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

26.7. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

0 BUCK 03634 PAGE 4021

26.8. Neighborhood Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Title Documents identified in the Master Declaration and this Declaration (collectively, the "Neighborhood Title Documents"). Developer's plan of development for Langshire of Legends may necessitate from time to time the further amendment, modification and/or termination of the Neighborhood Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE NEIGHBORHOOD TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Neighborhood Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

- a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Neighborhood Title Documents; and
- b. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Neighborhood Title Documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Neighborhood Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 22nd day of April, 2002.

WITNESSES:

Linda Jones  
Print Name: Linda Jones

Raren A. Hughes  
Print Name: RAREN A. HUGHES

KINGS WOOD DEVELOPMENT COMPANY,  
L.C., a Florida limited liability company

By: Lennar Homes, Inc., a Florida corporation  
as its Manager

By: [Signature]  
Name: JOHN R. DEBITEAU  
Title: VICE PRES

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Lee ) SS.:

The foregoing instrument was acknowledged before me this 22nd day of April, 2002 by John B. Debitello, as VIC PRES of Lennar Homes, Inc., a Florida corporation, as Manager for Kings Wood Development Company, L.C., a Florida limited liability company, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires:

Karen A. Hughes  
NOTARY PUBLIC, State of Florida at Large

Print name: \_\_\_\_\_



JOINDER

LENNAR HOMES, INC.

LENNAR HOMES, INC. ("Lennar") does hereby join in the Declaration of Restrictions and Covenants for Langshire of Legends ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22nd day of April, 2002.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

Linda Jones  
Print Name: Linda Jones

Karen A. Hughes  
Print Name: KAREN A. HUGHES

By: [Signature]  
Name: JOHN B. DEBITETTO  
Title: VICE PRES

{SEAL}

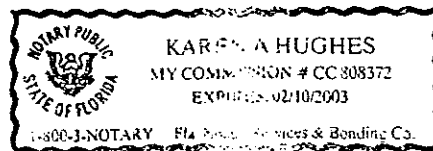
STATE OF FLORIDA )  
COUNTY OF Lee ) SS.:

The foregoing instrument was acknowledged before me this 22nd day of April, 2002 by John B. Debitetto as Vice President of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the corporation.

My commission expires:

Karen A. Hughes  
NOTARY PUBLIC, State of Florida  
at Large

Print name: \_\_\_\_\_



JOINDER

LANGSHIRE OF LEGENDS ASSOCIATION, INC.

LANGSHIRE OF LEGENDS ASSOCIATION, INC. ("Association") does hereby join in the Declaration of Restrictions and Covenants for Langshire of Legends ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22nd day of APRIL, 2002.

WITNESSES:

LANGSHIRE OF LEGENDS ASSOCIATION, INC., a Florida not-for-profit corporation

Linda Jones  
Print Name: Linda Jones

Karen A. Hughes  
Print Name: KAREN A. HUGHES

By: [Signature]  
Name: JOHN B. DEBITETTO  
Title: DAF

{SEAL}

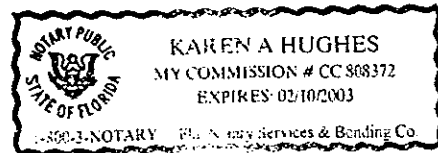
STATE OF FLORIDA )  
COUNTY OF Lee ) SS.:

The foregoing instrument was acknowledged before me this 22nd day of April, 2002 by John B. Debitetto as President of LANGSHIRE OF LEGENDS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the corporation.

My commission expires:

Karen A. Hughes  
NOTARY PUBLIC, State of Florida  
at Large

Print name: \_\_\_\_\_



0 BOOK 03634 PAGE 4025

JOINDER

OHIO SAVINGS BANK OF CUYAHOGA COUNTY, OHIO AS AGENT

OHIO SAVINGS BANK OF CUYAHOGA COUNTY, OHIO, as Agent does hereby join in the Declaration of Restrictions and Covenants for Langshire of Legends, for the purpose of consenting as the holder of that Mortgage Deed and security agreement recorded in Official Records Book 2887, at Page 1470 of the public Records of Lee County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24th day of April, 2002.

WITNESSES:

OHIO SAVINGS BANK OF CUYAHOGA COUNTY, OHIO, as Agent

Gail S. Boelter  
Print Name: Gail S. Boelter

Wanda E. Lehman  
Print Name: Wanda E. Lehman

By: Ralph C. Kirk  
Name: Ralph C. Kirk  
Title: Vice President

{SEAL}

STATE OF Ohio  
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by Ralph C. Kirk, as Vice President of OHIO SAVINGS BANK OF CUYAHOGA COUNTY, OHIO, as Agent, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation

My commission expires:

Sean P. McDonough  
NOTARY PUBLIC, State of Ohio  
at Large

Print Name: \_\_\_\_\_

SEAN P. McDONOUGH  
Notary Public, State of Ohio  
(Recorded in Lorain County)  
My Commission Expires July 2, 2003

EXHIBIT 1

LEGAL DESCRIPTION

LOTS 1-14 INCLUSIVE OF BLOCK "B", AND LOTS 15-26 INCLUSIVE OF BLOCK "C", AND  
LOTS 1-72 INCLUSIVE OF BLOCK "D", LEGENDS GOLF AND COUNTRY CLUB - UNIT 8,  
AS RECORDED IN PLAT BOOK 70 AT PAGES 40 THROUGH 47, INCLUSIVE, PUBLIC  
RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT 2

ARTICLES OF INCORPORATION



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LANGSHIRE OF LEGENDS ASSOCIATION, INC., a Florida corporation, filed on February 19, 2002, as shown by the records of this office.

The document number of this corporation is N02000001314.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-second day of February, 2002



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

BOOK-03634 - PAGE 4029

FILED  
02 FEB 19 11:11:34  
TALLAHASSEE, FLORIDA

PAGE 4030  
BOOK 03634

ARTICLES OF INCORPORATION  
OF  
LANGSHIRE OF LEGENDS ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is LANGSHIRE OF LEGENDS ASSOCIATION, INC. ("Association").
2. Principal Office. The principal office of the Association is 13891 Jetport Loop, Suite 9 and 10, Ft. Myers, Florida 33913.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1833 Hendry Street, Fort Myers, Florida 33901. The name of the Registered Agent of the Association is:

Christopher J. Shields

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

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the 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; (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 the 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, including, but not limited to, the following:

7.1. To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Langshire of Legends.

7.3. To operate and maintain the Surface Water Management System if required by the Master Declaration, Environmental Resource Permit, and Declaration, including the lake and mitigation areas.

7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

OR BOOK 03631 PAGE 3694

7.6. 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) in connection with the functions of the Association except as limited by the Declaration.

7.7. 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.

7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Langshire of Legends to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

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

7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Langshire of Legends, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.11. To have and to 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.

7.12. To employ personnel and retain independent contractors to contract for management of the Association, Langshire of Legends, and the 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.

7.13. To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, Langshire of Legends as provided in the Declaration, such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services.

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

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. 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 first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
JOHN DEBITETTO	13891 Jetport Loop, #9 and 10 Ft. Myers, Florida 33913
TOM BROWN	13891 Jetport Loop, #9 and 10 Ft. Myers, Florida 33913
KIRK KNOWLES	13891 Jetport Loop, #9 and 10 Ft. Myers, Florida 33913

D BOOK 03634 PAGE 4031

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the 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. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

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 Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board and seventy-five percent (75%) of the members of the Association.

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

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator.

The name and address of the Incorporator of this corporation is:

CHRISTOPHER H. SHIELDS  
1833 Hendry Street  
Fort Myers, Florida 33901

15. 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.

The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	JOHN DEBITETTO
Vice President:	KIRK KNOWLES
Secretary:	TOM BROWN
Treasurer:	KIRK KNOWLES

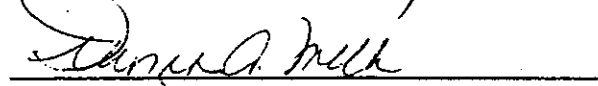
16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.


17. 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 Developer, 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 purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 15 day of FEBRUARY, 2002.

WITNESSES:

  
 Print name: JULIA K. GUERNSEY

  
 Print name: Deborah P. Miller

  
 CHRISTOPHER H. SHIELDS, Incorporator

O BOOK 03634 - PAGE 4033

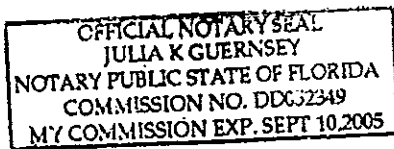
STATE OF FLORIDA

COUNTY OF LEE

)  
) SS.:  
)

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY, 2002  
by CHRISTOPHER J. SHIELDS who is personally known to me or presented as identification.

My commission expires:



Julia K. Guernsey  
NOTARY PUBLIC, State of Florida  
at Large

Print name: JULIA K. GUERNSEY

#### ACCEPTANCE BY REGISTERED AGENT

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

Dated this 15 day of FEBRUARY, 2002.

Christopher J. Shields  
CHRISTOPHER J. SHIELDS

EXHIBIT 3

BY-LAWS