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RECEIVED--FPSC  
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COMMISSION  
CLERK

December 24, 2008

Ms. Ann Cole, Director  
Commission Clerk and Administrative Services  
Florida Public Service Commission  
1540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 080517 Application for approval of transfer of Horizon Homes of Central Florida, Inc. and Five Land Group LLC's water and wastewater systems to Aqua Utilities Florida, Inc., and for amendment of Certificate Nos. 441-S and 507-W, in Sumter County.

Dear Ms. Cole:

Enclosed for filing in the above-referenced docket are two copies of Aqua Utilities Florida, Inc.'s additional response to one of five items raised by staff in a September 12, 2008 letter to me from Ms. Patti Daniel, Public Utilities Supervisor. More specifically, this response is intended to address Staff's request for additional information No. 1, which requests information showing that the Jumper Creek utility was previously owned by a nonprofit corporation, association, or a cooperative that would have entitled it to operate without a certificate pursuant to Section 367.022(7), Florida Statutes. The first enclosure to this letter is a 40-page document titled "Declaration of Covenants, Conditions, and Restrictions for Jumper Creek Manor," which established a general plan of development for Jumper Creek Manor, a planned community, and, more importantly here, also created the Jumper Creek Manor Homeowners' Association, Inc. I have also enclosed the five exhibits (A-E) to this document that were recorded with it.

The second set of enclosed documents includes the "First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Jumper Creek Manor," dated November 1, 2006, which shows that Jumper Creek Homeowners' Association, Inc. is a corporation organized under the laws of the State of Florida. Also included in the second set of documents is a Fidelity National Title Insurance Company "Corporation

DOCUMENT NUMBER-DATE

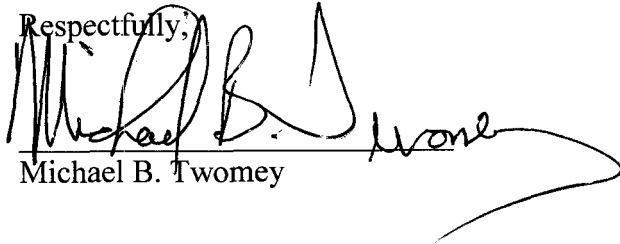
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FPSC-COMMISSION CLERK

Purchaser's Affidavit" showing that on December 31, 2007 Aqua Utilities Florida, Inc. was the purchaser of "the premises situated at Tracts 4, 5 & 6, Jumper Creek HOA, Florida.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Respectfully,  
  
Michael B. Twomey

cc: William T. Rendell  
Carl Smith

2006 36794



Prepared By/Return To: ✓  
Richard C. Brown  
Jumper Creek Homeowners' Assoc., Inc.  
C/O Horizon Homes  
197 Montgomery Rd., Suit 120  
Altamonte Springs, FL 32714

Rec 21.00  
TF 23.00  
44.00  
cc 6.50  
50.50  
3.00 misc  
53.50

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
JUMPER CREEK MANOR**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for **Jumper Creek Manor** made effective the 1 day of November, 2006, Jumper Creek Joint Venture, hereinafter referred to as "Declarant".

WHEREAS, Declarant did make and enter into that certain Declaration of Covenants, Conditions, and Restrictions for **Jumper Creek Manor**, dated April 27, 2006, and recorded July 12, 2006 in Official Records Book 1615, Page 329, Public Records of Sumter County, Florida (hereafter referred to as the "Declaration of Covenants").

WHEREAS, Article XVIII, Section 18.1 of the Declaration of Covenants provides that during the Development and Sale Period, Declarant may unilaterally amend this Declaration for any purpose.

**NOW THEREFORE:**

Pursuant to Article XVIII of the Declaration of Covenants, Declarant hereby modifies and amends the following:

1. Article VII, Section 7.15 Surface Water and Storm Water Management System Maintenance of the Declaration of Covenants is hereby amended and changes St. Johns River Water Management District ("SJRWMD") to Southwest Florida Water Management District.
2. Article VII, Section 7.16 Responsibilities Under Governmental Permits of the Declaration of Covenants is hereby amended and changes St. Johns River Water Management District to Southwest Florida Water Management District.
3. Article XVIII, Section 18.4 Approval by the St. Johns River Water Management District is hereby amended and revised in the whole and entirety to provide as follows:

2006 36794

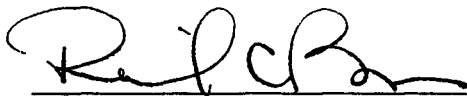


**First Amendment to Declaration of Covenants  
Jumper Creek Manor  
Page Two**

Section 18.4. Approval by the Southwest Water Management District. Any amendment to the Declaration which alters any provision relating to the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the Southwest Florida Water Management District.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant, has hereunto set his hands and seals as of the date first indicated above.


Signed, sealed and delivered  
in the presence of:



Signature

Richard C. Brown

Print Name



Signature

Douglas F. Wilcox II

Print Name

Declarant:  
Jumper Creek Joint Venture

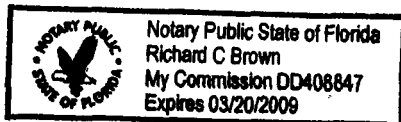
By: Horizon Homes of Central Florida, Inc.,  
a Florida Corporation as Joint Venture Manager

By: 

Gregg A. Wasserman  
President

State of Florida  
County of Seminole

I HEREBY CERTIFY that on this 1 day of November, 2006, the foregoing instrument was acknowledged before me by Gregg A. Wasserman who is personally known to me and who did not take an oath.





Notary Public:

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED  
06 NOV -3 PM 1:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Jumper Creek Homeowners' Association, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

N06000000505

(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**NEW CORPORATE NAME (if changing):**

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

**AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE)** Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

**ARTICLE IV**

**COMMENCEMENT OF CORPORATE EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Department of State. The Association shall exist in perpetuity unless terminated in accordance with Florida law and as provided for in the governing Documents. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., or any subsequent provision, and be approved in writing by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

(Attach additional pages if necessary)  
(continued)

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
11/09/2006 03:13:06PM  
RESTRICTIONS

PAGE 3 OF 1  
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2006 36794

# State of Florida



## Department of State

I certify from the records of this office that JUMPER CREEK HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 18, 2006.

The document number of this corporation is N06000000505.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
11/09/2006 03:13:06PM  
RESTRICTIONS

PAGE 4 OF 5  
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**2006 36794**



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Sixth day of November, 2006



CR2EO22 (01-06)

*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on November 3, 2006, to Articles of Incorporation for JUMPER CREEK HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N06000000505.

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
11/09/2006 03:13:06PM  
RESTRICTIONS

PAGE 5 OF 5  
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2006 36794



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Sixth day of November, 2006



CR2EO22 (01-06)



STATE OF FLORIDA COUNTY OF SUMTER  
HEREBY CERTIFY that the above and  
foregoing is a true copy of the original  
GLORIA R. HAYWARD, Clerk of Circuit Court  
*Gloria R. Hayward*  
Clerk of Court  
Date: 11-9-06

*Sue M. Cobb*  
*Sue M. Cobb*  
Secretary of State

**FIDELITY NATIONAL TITLE INSURANCE COMPANY****CORPORATION PURCHASER'S AFFIDAVIT**

STATE OF \_\_\_\_\_ :

COUNTY OF Lake \_\_\_\_\_ : SSNo. FLFN07-3340

ON THE 31 day of December, A.D. 2007, personally appeared before me, a Notary Public in and for the State of FL, the undersigned deponent or deponents, who, being duly sworn according to law, did depose and say:

That Aqua Utilities Florida, Inc. is the purchaser of the premises situated at Tracts 4, 5 & 6, Jumper Creek HOA, Florida, and is legally qualified to do business in Florida.

That there are no judgments, or other liens against the said corporation which affect this transaction that are not accounted for on the above cited Interim Binder.

That said corporation has not entered into any unrecorded leases or agreements affecting the premises to be insured.

That the newly-erected building/s, if any, on said premises is/were completed on or about (if none, so state):

None

That the individuals executing documents at settlement are the officers of said corporation who are authorized to execute such papers and are of full legal age.

That there are no Overdue Support Obligations of record with the Domestic Relations Section of any Court through the date of recording the instrument(s) to be insured.

That there are no corporate taxes due the State of Florida by said corporation.

That no part of the funds used for the purchase of said premises has been borrowed except:

Purchase Money Loan from None

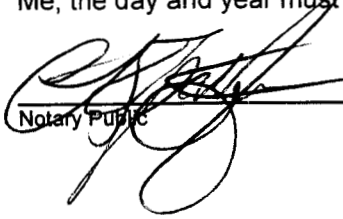
That the proper name of the Company or Corporation is Aqua Utilities Florida, Inc.

If a foreign corporation, purchaser avers that said corporation is subsisting in its state of incorporation.

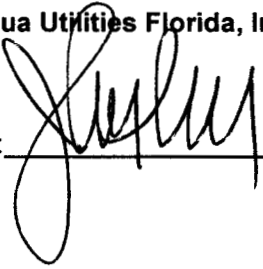


# FIDELITY NATIONAL TITLE INSURANCE COMPANY

SUBSCRIBED AND SWORN to before  
Me, the day and year must first be written.

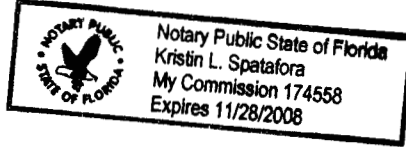
  
\_\_\_\_\_  
Notary Public

Aqua Utilities Florida, Inc.

By:   
\_\_\_\_\_

My Commission expires: 11-28-2008

Attest:   
\_\_\_\_\_



49  
 Rec 197.00  
 TF 221.00  
 CC 50.50  
 468.50

75  
 Rec 301.00  
 TF 338.00  
 CC 76.50  
 715.50

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

JUMPER CREEK MANOR

Rerecord to add exhibits "D" and "E".

Return To: Horizon Homes  
 197 Montgomery Rd  
 Ste 120  
 Altamonte, Springs, FL 32714

SUMTER COUNTY, FLORIDA  
 GLORIA HAYWARD, CLERK OF CIRCUIT COURT

06/02/2006 #2006-18487  
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GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

JUMPER CREEK MANOR

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 27 day of April, 2006, by Jumper Creek Joint Venture.

Article I Creation of the Community

1.1. Purpose and Intent. Declarant, as the owner of the real property described in Exhibit "A" (or if not the owner, with the owner's consent), is recording this Declaration to establish a general plan of development for Jumper Creek Manor, a planned community. This Declaration provides for the Community's overall development, administration, maintenance, and preservation, and provides a flexible and reasonable procedure for its future expansion. An integral part of the development plan is the creation of Jumper Creek Manor Homeowners' Association, Inc., an association comprised of all Jumper Creek Manor property owners, to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents. This document does not and is not intended to create a condominium under Florida law.

1.2. Binding Effect. This Declaration governs the property described in Exhibit "A," and any other property submitted to this Declaration in the future. This Declaration shall run with the title to such property and shall bind anyone having any right, title, or interest in any portion of such property, their heirs, successors, successors-in-title, and assigns.

Declarant, the Association, any aggrieved Owner, and their respective legal representatives, heirs, successors, and assigns may enforce this Declaration. This Declaration shall be effective for a minimum of 25 years from the date it is recorded. After 25 years, this Declaration shall be extended automatically for successive 10 year periods unless at least a majority of the then Owners sign a document stating that the Declaration is terminated and that document is recorded within the year before any extension. In such case, this Declaration shall expire on the date specified in the termination document.

In any event, if any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Declaration is recorded. This section does not permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3. Governing Documents. The Governing Documents create a general development plan for Jumper Creek Manor. The following list identifies the Governing Documents, each as they may be amended:

Declaration: Creates obligations which are binding upon the Association and all present and future owners of property in Jumper Creek Manor. This document shall be recorded.

Supplemental Declarations: Adds property to Jumper Creek Manor; may impose additional obligations or restrictions on such property. These documents shall be recorded.

Articles of Incorporation: Establish the Association as a non-profit corporation under Florida law. The Articles of Incorporation are filed with the Department of State and the initial Articles are attached hereto as Exhibit "E").

By-Laws: Govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc., and are adopted by the Board. The initial By-Laws are attached hereto as Exhibit "D."

SUMTER COUNTY, FLORIDA  
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**Architectural Guidelines:** Establish architectural standards and guidelines for improvements and modifications to Lots, including structures, landscaping, and other items on Lots. The Declarant shall adopt the Guidelines.

**Use Restrictions:** Govern use of property and activities within the Jumper Creek Manor. The initial set is attached as Exhibit "C."

**Board Rules:** Establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Areas, and are adopted by the Board.

Additional restrictions or provisions which are more restrictive than the provisions of this Declaration may be imposed on any portion of Jumper Creek Manor, in which case, the more restrictive provisions will be controlling. During the Development and Sale Period, no Person shall record any additional covenants, conditions, or restrictions affecting any portion of Jumper Creek Manor without Declarant's written consent. Thereafter, the Board must consent. Any instrument recorded without the required consent is void and of no force and effect.

If there are conflicts between Florida Law, the Declaration, the Articles, and the By-Laws, Florida law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail. If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

The Governing Documents apply to all Owners and any occupants of a Lot. They also apply to tenants, guests, visitors, and invitees.

**Article II Concepts and Definitions**

2.1. **Defined Terms.** The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

**"Affiliate":** Any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

**"Architectural Guidelines":** The Community's architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV.

**"Architectural Review Committee" or "ARC":** The committee established to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article IV.

**"Articles":** The Articles of Incorporation of Jumper Creek Homeowners' Association, Inc., filed with Florida's Department of State, as they may be amended. A copy of the initial Articles is attached to this Declaration as Exhibit "E."

**"Association":** Jumper Creek Homeowners' Association, Inc., a Florida nonprofit corporation, its successors or assigns.

**"General Assessment":** Annual assessments levied to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1.

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**"Special Assessment"**: Assessments charged against a Lot or Lots for Association expenses benefiting only that particular Lot or Lot(s), as described in Section 8.4.

**"Board"**: The body responsible for the general governance and administration of the Association, selected as provided in the By-Laws.

**"Builder"**: Any Person who purchases one or more Lots for the purpose of constructing homes for later sale to consumers, or who purchases land within Jumper Creek Manor for further subdivision, development, and/or resale in the ordinary course of its business.

**"By-Laws"**: The By-Laws of Jumper Creek Homeowners' Association, Inc., as they may be amended. A copy of the initial By-Laws is attached to this Declaration as Exhibit "D."

**"Class "B" Control Period"**: The time period during which the Class "B" Member may appoint a majority of the Board members, as more fully explained in Article 6.2 (b). The Class "B" Control Period ends upon the earliest to occur of the following:

- (a) three months after 90% of the Lots permitted under the Master Plan are owned and issued certificates of occupancy by Class "A" Members other than Builders;
- (b) December 31, 2010; or
- (c) when, in its discretion, the Class "B" Member terminates the Class "B" Control Period.

**"Common Area"**: All real and personal property, including easements, which the Association owns, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners.

**"Common Expenses"**: The actual and estimated expenses the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate. Common Expenses also shall include the Association's share of expenses pursuant to any covenant to share costs with any other parties.

**"Common Maintenance Areas"**: The Common Area, together with any other area for which the Association has or assumes maintenance or other responsibility.

**"Community" or "Jumper Creek Manor"**: The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article IX.

**"Community System(s)" or "System(s)"**: Any or all of a central telecommunication receiving and distribution system (e.g., cable television, high speed data/Internet/intranet services, and security monitoring), and its components, including associated infrastructure, equipment, hardware, and software, serving Jumper Creek Manor.

**"Community-Wide Standard"**: The standard of conduct, maintenance, or other activity generally prevailing throughout the Community, or the minimum standards established pursuant to the Architectural Guidelines, Use Restrictions, and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standard. The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, and subjective elements, such as matters subject to the Board's or the ARC's discretion. The Community-Wide Standard may or may not



be set out in writing. The Community-Wide Standard may evolve as development progresses and as Jumper Creek Manor matures.

**"Declarant"**: Jumper Creek Joint Venture, or any successor or assign as developer of all or any portion of Jumper Creek Manor who is designated as Declarant in a recorded instrument the immediately preceding Declarant executes.

**"Development and Sale Period"**: The period during which Declarant or any Affiliate of Declarant owns real property within the Community or has an unexpired option to unilaterally annex property into the Community.

**"District"**: The St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes.

**"Lot"**: A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and upon which a dwelling is intended for development, use, and occupancy. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot shall be shown on a Plat. A parcel shall be deemed to be a single Lot until such time as a Plat subdivides all or a portion of the parcel. Thereafter, the subdivided portion shall contain the number of Lots shown on the Plat. Any portion not subdivided shall continue to be a single Lot.

**"Master Plan"**: The land use plan for Jumper Creek Manor approved by Sumter County, as it may be amended, which includes all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B." Declarant is not obligated to submit property shown on the Master Plan to this Declaration. In addition, Declarant may submit property to this Declaration which is not shown on the Master Plan.

**"Member"**: Each Lot Owner, as described in Section 6.2: There are two membership classes - Class "A" and Class "B."

**"Mortgage"**: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

**"Owner"**: The title holder to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (e.g., a Mortgagee). If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

**"Person"**: An individual, a corporation, a partnership, a trustee, or any other legal entity.

**"Plat"**: The plat of Jumper Creek Manor recorded contemporaneously herewith.

**"Special Assessment"**: Assessments charged against one or all Owners in accordance with Section 8.3.

**"Supplemental Declaration"**: A recorded instrument which subjects additional property to this Declaration, identifies Common Area and/or imposes additional restrictions and obligations on the land described.

**"Surface Water and Storm Water Management System"**: A system consisting of swales, inlets, culverts, retention ponds; detention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to Jumper Creek Manor.

**"Use Restrictions"**: The initial use restrictions, rules, and regulations governing the use of and activities on the Lots and the Common Areas set forth in Exhibit "C," as they may be changed in accordance with Article III or otherwise amended.

2.2. Interpretation of Certain References.

(a) Recording. All references in the Governing Documents to a "recorded" legal instrument, or to recording or the recording of a legal instrument, shall refer to an instrument filed, or the filing of a legal instrument in the official records of Sumter County, or such other place designated as the official location for filing documents affecting title to real estate in Sumter County in order to make them a matter of public record.

(b) Consent or Approval. All references in the Governing Documents to "consent" or "approval" shall refer to permission or approval which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

(c) Discretion and Determinations. All references in the Governing Documents to "discretion" or to the right to "determine" any matter shall refer to the sole and absolute power or right to decide or act and, unless otherwise expressly limited in the Governing Documents, a Person entitled to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

**Article III Use and Conduct**

3.1. Restrictions on Use, Occupancy, and Alienation. The restrictions set forth in this Section may be amended only in accordance with Article XVIII.

(a) Residential and Related Uses. Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an Owner or another resident of the Lot may conduct business activities on such Lot if the business activity is secondary to the primary residential occupancy of the Lot and:

- (i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;
- (ii) complies with applicable zoning requirements;
- (iii) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined in the Board's discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (A) such activity is engaged in full or part time, (B) such activity is intended to or does generate a profit, or (C) a license is required. Leasing a residence is not a "business" within the meaning of this subsection.

This Section shall not apply to restrict Declarant's, or Declarant's Affiliates', activities, nor shall it restrict the activities of Persons Declarant approves with respect to the development and sale of property in the Community. This Section shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities.

(b) Leasing. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, or gratuity. A structure on the Lot which includes a dwelling may be leased only in its entirety (e.g., separate rooms within the same home may not be separately leased).

The Board may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable, non-refundable review or administrative fee on the lease or transfer of any Lot. In addition, the Board may require that an Owner leasing his or her Lot pay a reasonable deposit to the Association to secure against unpaid charges (e.g., unpaid assessments or fines) accruing against the Lot during the lease period or other costs incurred by the Association which result from the actions of the tenant or other occupants of the Lot. To the extent the Association does not apply such deposit for a permitted purpose, it shall be refundable at such time as the Lot is no longer being leased.

Tenants are required to comply in all respects with the Governing Documents. In addition to this sub-section (b), the Board may adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

(c) Occupants Bound. Owner shall be responsible for occupants of or visitors to his or her Lot complying with the Governing Documents. Owners are responsible for all violations and any damages their Lot's occupants or visitors cause to the Common Maintenance Areas, notwithstanding the fact that such Persons also are responsible for complying and may be sanctioned for any violation.

(d) Subdivision of a Lot. Lots may not be subdivided or their boundary lines changed except with the Board's prior written approval; provided, Declarant and Builders may subdivide, change the boundary lines of, combine, and replat any Lots they own. In addition, during the Development and Sale Period, Declarant may convert Lots into Common Area. Adjacent subdivided Lots which are combined for use purposes shall continue to be treated as two separate Lots for assessment and voting purposes under the Governing Documents.

3.2. Owners' Acknowledgment and Notice to Purchasers. Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot is limited and affected by the Use Restrictions and Board rules, which may change from time to time. All Lot purchasers are on notice that the Association may have adopted changes to the Use Restrictions and that such changes may not be set forth in a recorded document. Copies of the current Use Restrictions and Board rules may be obtained from the Association.

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3.3. Rule Making Authority.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may change (i.e., modify, cancel, limit, create exceptions to, or add to) the Use Restrictions. The Board shall send the Members notice of any proposed change at least five business days before the Board meeting to consider the change. The Members shall have a reasonable opportunity to be heard at such Board meeting.

The proposed change shall be approved unless disapproved by members representing a majority of the Class "A" votes, or by the Class "B" Member, if any. The Board is not obligated to call a meeting of the Members to consider disapproval unless it receives a petition which meets the By-Law's requirements for special meetings. If the Board receives such a petition before the change's effective date, the change shall not become effective until after a meeting is held, and then subject to the outcome of the meeting.

(b) Alternatively, members representing a majority of the Class "A" votes, at an Association meeting duly called for such purpose, may vote to change the Use Restrictions then in effect. Any such change shall require approval of the Class "B" Member, if any.

(c) Before any Use Restriction change becomes effective, the Board shall send a copy of the new or changed Use Restriction to each Owner. The change does not become effective until 30 days following distribution to the Owners. The Association shall provide to any requesting Member or Mortgagee, without cost, a copy of the Use Restrictions then in effect.

(d) No action taken under this Article shall have the effect of modifying, repealing, or expanding the Architectural Guidelines or any provision of this Declaration other than the initial Use Restrictions. In the event of a conflict between the Architectural Guidelines and the Use Restrictions, the Architectural Guidelines shall control. In the event of a conflict between the Use Restrictions and any provision within this Declaration (exclusive of the Use Restrictions), the Declaration provision shall control.

(e) The procedures described in this Section 3.3 are not intended to apply to reasonable rules and regulations relating to use and operation of the Common Area, which the Board may adopt by resolution, or other administrative rules, unless the Board chooses, in its discretion, to submit to such procedures.

3.4. Protection of Owners and Others. Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in Exhibit "C," the Association's actions with respect to Use Restrictions and rules must comply with the following:

(a) Similar Treatment. Similarly situated Owners must be treated similarly.

(b) Displays. An Owner's right to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions, including restrictions on size and scope, with respect to such displays. The Association shall not regulate the content of political signs; however, it may regulate the time, place, and manner of posting such signs (including design criteria).

(c) Activities Within Dwellings. The Association shall not interfere with activities carried on within a dwelling, except it may prohibit activities not normally associated with residential property, and it may restrict or prohibit activities that create monetary costs for the Association or other Owners, that

create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that are an unreasonable source of annoyance.

(d) Alienation. Subject to the rights given the Association in Article 3.1(b), the Association shall not prohibit leasing or transfer of any Lot, or require the Association's or the Board's consent prior to leasing or transferring a Lot.

(e) Abridging Existing Rights. The Association may not require an Owner to dispose of personal property that was in or on a Lot in compliance with previous rules. This exemption shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

(f) Reasonable Rights to Develop. The Association may not impede Declarant's right to develop Jumper Creek Manor.

The limitations in subsections (a) through (e) of this Section shall not apply to amendments to this Declaration adopted in accordance with Article XVIII.

#### Article IV Architecture and Landscaping

4.1. General. Except for work done by or on behalf of Declarant or any Affiliate of Declarant, no structure or thing shall be placed, erected, or installed upon any Lot, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations, or planting or removal of landscaping) shall take place within Jumper Creek Manor, except in compliance with this Article and the Architectural Guidelines.

Any Owner may remodel, paint, or redecorate the interior of any structure on his or her Lot without approval. However, modifications to the interior of screened porches, patios, and any other portions of a Lot visible from outside a structure are subject to approval.

Improvements shall be constructed by qualified Persons acceptable to Declarant; provided, Declarant shall not unreasonably withhold its acceptance.

This Article does not apply to Declarant's activities, or its Affiliates' activities, or to the Association's activities during the Class "B" Control Period.

#### 4.2. Architectural Review.

(a) By Declarant. Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other

improvements within the Community. Declarant's rights under this Article shall continue until all Lots proposed under the Master Plan have been conveyed to Class "A" Members other than Builders and have been improved with a dwelling for which a certificate of occupancy has been issued by Sumter County, unless Declarant earlier terminates its rights in a recorded instrument. Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the Architectural Review Committee. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or

inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Architectural Review Committee. Upon Declarant's delegation of authority to the Association, or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters. When appointed, the ARC shall consist of at least three, but not more than five, persons. Members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ARC members shall serve and may be removed and replaced in the Board's discretion.

Unless and until such time as Declarant delegates any of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Reviewer. For purposes of this Article, the "Reviewer" is the entity (whether Declarant or its designee, or the ARC) having jurisdiction over architectural review in a particular case.

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals it employs or with whom it contracts. The Board may include the compensation of such Persons in the Association's annual operating budget. In addition, the Reviewer may require that an Owner pay a reasonable construction deposit to secure against damages and other costs incurred relating to construction activities.

4.3. Guidelines and Procedures.

(a) Architectural Guidelines. Declarant may prepare the initial Architectural Guidelines, which may contain general provisions applicable to all of Jumper Creek Manor as well as specific provisions which may vary according to location within the Community or product type. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee an application's approval.

Declarant shall have sole and full authority to amend the Architectural Guidelines during the Development and Sale Period. Declarant's right to amend shall continue even if its reviewing authority is delegated to the ARC, unless Declarant also delegates the power to amend to the ARC. Upon termination or delegation of Declarant's right to amend, the Board may amend the Architectural Guidelines.

Amendments to the Architectural Guidelines shall be prospective only. They shall not require modifications to or removal of structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Architectural Guidelines as amended. Subject to the Community-Wide Standard, there is no limit to the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

In Declarant's discretion, the Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

(b) Procedures. Unless the Architectural Guidelines provide otherwise, no construction activities or other activities described in Section 4.1 may begin until a request is submitted to and approved by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer or the Architectural Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction. The Association may retain a complete set of submitted plans and specifications for each Lot in its records.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed exterior design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment.

The Reviewer shall make a determination on each application within 45 days after receipt of a completed application and other information it requires. The Reviewer may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage. The applicant shall have the burden of proving when the application was received by the Reviewer. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of a final determination on any application within five days after such determination is made. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

If the Reviewer fails to respond in a timely manner, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines unless a written variance has been granted pursuant to Section 4.5.

Notice shall be deemed given at the time the envelope containing the response is deposited in U.S. mail. Personal, electronic delivery, or any other way permitted by law shall also be sufficient notice and shall be deemed given at the time of confirmed delivery to the applicant.

As part of any approval, the Reviewer may require that construction in accordance with approved plans commence within a specified time period. If construction does not commence within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities. Once commenced, construction must be diligently pursued to completion. All construction work shall be completed within one year of commencement unless otherwise specified in the notice of approval or the Architectural Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action by the Association or Declarant.

Declarant or the Board, with Declarant's consent, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.4. No Waiver of Future Approvals. Each Owner acknowledges that the people reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of

applications or plans shall not constitute a waiver of the right to withhold approval of similar applications, plans, or other matters subsequently or additionally submitted for approval.

4.5. Variances. The Reviewer may authorize variances from compliance with the Architectural Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires Declarant's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent.

4.6. Limitation of Liability. This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of Jumper Creek Manor. The standards and procedures do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Declarant, Declarant's Affiliates, the Association, its officers, the Board, the ARC, the Association's management agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a builder in the Community; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Association shall defend and indemnify the Board, the ARC, the members of each, and the Association officers as provided in Section 7.6.

4.7. Enforcement. Any construction, alteration, or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action. Upon written request from the Association or Declarant, an Owner shall, at his/her own cost and expense, and within a reasonable time frame identified in the request, cure the violation or restore the Lot to substantially the same condition as existed before the violation occurred. Should an Owner fail to cure the problem or otherwise restore the property as required, the Association, Declarant, or their designees shall have the right to enter the property, remove the violation, and restore the property. All costs, together with interest at the rate the Board establishes (not to exceed the maximum rate then allowed by law), may be assessed against the benefited Lot and collected as a Special Assessment.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work by the deadline imposed, Declarant or the Association may, after notifying the Owner and allowing an opportunity to be heard in accordance with the By-Laws, enter upon the Lot and remove or complete any incomplete work and assess all costs incurred against the Lot and its Owner as a Special Assessment.

Any act of any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded from the Community, subject to the notice and hearing



procedures contained in the By-Laws. Declarant, Affiliate of Declarant, or the Association, and their respective officers and directors, shall not be held liable to any Person for exercising the rights granted by this paragraph.

The Association shall be primarily responsible for enforcing this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, during the Development and Sale Period, may, but shall not be obligated to, exercise the enforcement rights set forth above. In such event, Declarant may assess and collect Special Assessments against the violating Owner and assert the Association's lien rights pursuant to Article VIII. The Association hereby assigns to Declarant such rights and authority, including the right to all funds collected, and no further assignments shall be required.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the Reviewer's decisions. If the Association or Declarant prevails, they shall be entitled to recover all costs including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

**Article V Maintenance and Repair**

5.1. Maintenance of Lots. Each Owner must maintain his or her Lot, including all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, and any other applicable covenants, unless such maintenance responsibility is otherwise assumed by the Association or assigned to the Association by Declarant under any Supplemental Declaration or additional covenants applicable to such Lot.

Each Owner must maintain the sidewalk and landscaping located in the public right-of-way adjacent to his or her Lot unless the Association assumes all or part of such maintenance responsibility.

If a dwelling on a Lot is under construction by Declarant, any Affiliate of Declarant, or a Builder bound to comply with construction-related requirements or restrictions imposed by Declarant, the provisions of this Section shall not apply to such Lot until such time as the construction of the dwelling

on the Lot is completed. Completion of construction shall be evidenced by the issuance of a certificate of occupancy for such Lot.

5.2. Swale Maintenance. If Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water found upon such Lot from time to time, then each Owner, including Builders, shall be responsible for the maintenance, operation, and repair of the swales on such Owner's Lot. Maintenance, operation, and repair of swales shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner or Owners of the Lot or Lots upon which the drainage swale is located.

5.3. Responsibility for Repair and Replacement. Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement as necessary to maintain the property to a level consistent with the Community-Wide Standard.

In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV. Alternatively, the Owner shall clear the Lot and

maintain it in a neat and attractive condition consistent with the Community-Wide Standard. The Owner shall pay any costs insurance proceeds do not cover.

**Article VI The Association and its Members**

6.1. Function of Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Maintenance Areas. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a community association manager or management company for such purposes. The Board is appointed or elected as provided in the By-Laws.

6.2. Membership. Every Owner is a Member of the Association; provided, there is only one membership per Lot. If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described below and in the By-Laws. Co-Owners are jointly and severally obligated to perform the responsibilities of a Member. The membership rights of an Owner which is not an individual (e.g., a corporation) may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association's Secretary.

The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except Declarant and, during the period of Class "B" membership, any Affiliate of Declarant.

(b) Class "B". The Class "B" Member shall be, collectively, Declarant and any Affiliate of Declarant owning a Lot. The Class "B" Member shall be entitled to five (5) votes for each Lot owned. Moreover, Declarant shall, for voting purposes under this Declaration, the Articles and the By-Laws, be

deemed to be the owner of, and therefore Declarant can vote for, each Lot owned by a builder or building contractor who becomes the record owner of a Lot for the purpose of constructing a single family residential dwelling for resale to and occupancy by a third party. The Class "B" membership shall cease and convert to Class "A" Membership upon the earlier of the following events: (i) three months after 90% of the Lots permitted under the Master Plan are issued certificates of occupancy and are owned by Class "A" Members other than Builders; (ii) December 31, 2010; or (iii) when, in its discretion, Declarant elects to convert its Class "B" Membership to Class "A" Membership upon thirty (30) days written notice to the Board (whereupon the Class "A" Members shall be obligated to elect the Board and assume control of the Association). In the event additional Lots are added to the Association by annexation pursuant to Article IX of this Declaration after the Class "B" Membership shall cease, the Class "B" Membership and voting rights (i.e. five (5) votes for each Lot owned) shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above mentioned events.

6.3. Voting.

(a) Class "A". Class "A" Members have one equal vote for each Lot they own, except that there is only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Section 8.8.

In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. If the co-Owners cannot agree on the vote or if the co-Owners fail to advise the Secretary of the Association in writing prior to the vote being taken, then the Lot's vote shall be suspended if more than one Person seeks to exercise the vote.

(b) Class "B". The Class "B" Member shall not vote, but may appoint a majority of the Board members during the Class "B" Control Period, as specified in the By-Laws, and may exercise the additional rights specified throughout the Governing Documents. Unless Declarant delegates such authority, Declarant shall act as, and on behalf of, the Class "B" Member on all matters. Upon termination of the Class "B" membership, Declarant and Declarant's Affiliates shall be Class "A" Members entitled to one Class "A" vote for each Lot they own.

**Article VII Association Powers and Responsibilities**

**7.1. Acceptance and Control of Association Property.**

(a) The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others.

(b) Declarant or its designees may transfer to the Association, and the Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in Exhibit "A" or "B." Upon Declarant's written request, the Association shall transfer back to Declarant any unimproved real property originally conveyed to the Association for no payment, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

(c) The Association is responsible for management, operation, and control of the Common Area, subject to any covenants, easements, or restrictions set forth in the deed or other instrument transferring the property to the Association. The Board may adopt such reasonable rules regulating use

of the Common Area as it deems appropriate. The Association may enter into a property management agreement with any Person, including Declarant or any Affiliate of Declarant.

7.2. Maintenance of Common Maintenance Areas. The Association shall maintain the Common Maintenance Areas in accordance with the Community-Wide Standard. The Common Maintenance Areas shall include, but are not limited to (a) the Common Area, including landscaping, signage, structures, and other improvements; (b) landscaping within public rights-of-way within or abutting Jumper Creek Manor; (c) such portions of any additional property as may be dictated by Declarant, this Declaration, any Supplemental Declaration, any Plat, or any contract, covenant, or agreement for maintenance entered into by, or for the benefit of, the Association; and (d) all ponds, streams, ditches, culverts, and/or wetlands located within Jumper Creek Manor which serve as part of the Community's Surface Water and Storm Water Management System, including associated improvements, but not including any such areas, improvements, or equipment maintained by Sumter County, a community development district, or any other governmental or quasi governmental body. The Surface Water and Storm Water Management System shall be maintained in accordance with all applicable District permits and rules and with all terms and conditions of any conservation easements granted to the District.

The Association may maintain other property which it does not own, including property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the property owner consents. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Maintenance Areas in continuous operation, except for any periods necessary, as determined by the Board, to perform required maintenance or repairs, unless Members representing at least a majority of the Class "A" votes

agree in writing to discontinue such operation (which may include closing and/or demolishing such facilities or equipment). Notwithstanding the above, the Common Maintenance Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued during the Development and Sale Period without Declarant's prior written approval.

The costs associated with maintenance, repair, and replacement of the Common Maintenance Areas shall be a Common Expense. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Maintenance Areas pursuant to this Declaration, a Supplemental Declaration, or other recorded covenants or agreements.

Unless Declarant expressly agrees in writing with the Association to pay the costs of maintaining any portion of the Common Maintenance Areas, Declarant shall have no such obligation, regardless of any inferences which may be drawn from promotional or other materials.

7.3. Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, may obtain and continue in effect any or all of the following types of insurance, as deemed necessary or advisable in the Board's business judgment and as may be reasonably available: (i) blanket property insurance covering all insurable improvements within the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership; (ii) commercial general liability insurance on the Common Maintenance Areas; (iii) directors and officers liability coverage; (iv) commercial crime insurance, including fidelity insurance covering all

Persons responsible for handling Association funds; and (v) such additional insurance as the Board, in its business judgment, determines advisable.

Unless otherwise provided in a Supplemental Declaration, premiums for Common Maintenance Area insurance shall be a Common Expenses.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Sumter County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or tenants, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless Members representing at least a majority of the total Class "A" votes in the Association and the Class "B" Member, if any, decide not to repair or reconstruct. No Mortgagees shall have the right to participate in the

determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

7.4. Compliance and Enforcement.

(a) The Board may impose sanctions for Governing Document violations, which sanctions include those listed below and any others described elsewhere in the Governing Documents. The Board may establish a range of penalties for different violations, with violations of the Declaration, unsafe conduct, and harassment or intentionally malicious conduct treated more severely than other violations. The following sanctions require prior notice and an opportunity for a hearing in accordance with the By-Laws:

(i) imposing reasonable monetary fines, not to exceed \$100.00 per violation (or per day in the case of a continuing violation, which fine may exceed \$1,000 in the aggregate), which shall constitute a lien upon the violator's Lot (except that, in the case of a continuing violation, only a single notice and opportunity for hearing is required). Fines may be imposed within a graduated range. There is no limit on the aggregate amount of any fine for a continuing violation;

(ii) suspending an Owner's right to vote (except that no hearing is required if the Owner is more than 90 days delinquent in paying any assessment or other charge owed to the Association);

(iii) suspending any Person's right to use Common Area amenities (except that no hearing is required if the Owner is more than 30 days delinquent in paying any assessment or other charge owed the Association); provided, nothing shall authorize the Board to impair an Owner or occupant's access to his or her Lot;

(iv) suspending any services provided by the Association (except that no hearing is required if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association);

(v) exercising self-help or taking action to abate any violation of the Governing Documents occurring on a Lot in a non-emergency situation (including removing personal property that violates the Governing Documents); and

(vi) levying Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement actions to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

(i) exercising self-help or taking action to abate a violation on a Lot in an emergency situation (including towing vehicles that are in violation of parking rules and regulations);

(ii) exercising self-help or taking action to abate a violation on the Common Area under any circumstances; or

(iii) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may, but is not required to, record a notice of violation or perform the required maintenance and assess its costs against the Lot and the Owner as an Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action. Moreover, if an Owner is legally responsible for damage inflicted on any portion of the Common Maintenance Area, the Association may direct such Owner to repair such damage or the Association may make the repairs and recover damages from the responsible Owner.

The above sanctions shall not apply to Declarant or any Affiliate of Declarant or to any Lot owned by Declarant or any of its Affiliates. All sanctions and remedies set forth in the Governing Documents are in addition to any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party may recover all of its costs incurred in the action, including, without limitation, court costs and reasonable attorneys' fees, including pre-litigation fees.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the

circumstances of a particular case: (i) the Association's position is not strong enough to justify taking any or further action; (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

By contract or other agreement, the Association may enforce applicable city and county ordinances. In addition, Sumter County and other governmental authorities having jurisdiction may enforce their ordinances within Jumper Creek Manor.

7.5. Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly or by reasonable implication by the Governing Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all of the Association's rights and powers may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Maintenance Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Association or the Members. In exercising the Association's rights and powers, making decisions on the Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Association's affairs, Board members and the Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

7.6. Indemnification of Officers, Directors, and Others. The officers, directors, and committee members, acting in such capacity, shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith.

The officers and directors shall have no personal liability for any contract or other commitment made or action taken in good faith on the Association's behalf.

Subject to Florida law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section. This right to indemnification shall not be exclusive of any other rights which any present or former officer, director, or committee member may have. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.7. Provision of Services. The Association may provide, or provide for, services and facilities for all or any of the Members and their Lots, and may enter into contracts or agreements with other entities, including Declarant or its Affiliates, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities, or may include the costs in the Association's budget as a Common Expense and assess it as part of the General Assessment, if provided

to all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, telephone, Internet access, security monitoring, caretaker, transportation, fire protection, utilities, trash collection and recycling, and similar services and facilities.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

7.8. Relationships with Other Properties. The Association may enter into contractual agreements or covenants to share costs with any neighboring properties to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance.

7.9. Relationship with Governmental and Tax-Exempt Organizations. The Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to, state or local governments, public utility providers, and non-profit, tax-exempt organizations for the benefit of the Community, the Association, and the Members.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

7.10. Right To Designate Sites for Governmental and Public Interests. During the Development and Sale Period, Declarant may, but is not obligated to, designate sites within the Community for government, education, or religious activities and interests, including without limitation, fire, police, and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. Such sites may include Common Area, in which case the Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if so directed by Declarant.

7.11. Education and Training. The Association may provide education and training activities as a tool for fostering Owner and resident awareness of Jumper Creek Manor governance, operations, and concerns.

7.12. Use of Technology. In recognition of the opportunities offered through computers and continuing advancements in the high technology fields, the Association may, as a Common Expense, provide for or offer services that make use of computers and other technological opportunities. For example, to the extent Florida law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send required notices by electronic means or any other means available under Florida law; hold Board or Association meetings and permit attendance and voting by electronic means; send and collect assessment and other invoices over the computer; sponsor a community cable television channel; create and maintain a community intranet or Internet home page offering interactive participation opportunities for users; maintain an "online" newsletter or bulletin board; make the Governing Documents available electronically; and provide funding for any of the above purposes.

7.13. Bulk Rate Service Agreements. The Association may enter into contracts, including bulk rate service agreements, with providers of Community Systems components and other utilities and with other Persons for the maintenance, management, administration, upgrading, modification, and operation of Community Systems and other utilities. The Association's expenses in connection with any such bulk rate contracts shall be a Common Expense to be included in the General Assessment; provided, if particular or additional services or benefits are provided to particular Lots, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as a Special Assessment.

The terms of any Association contract for Community Systems or other utilities may obligate individual Owners or occupants to execute subscription agreements or other contracts directly with the Persons providing components or services prior to gaining access to the System or utility, or in the alternative, the Association may execute a subscription agreement or contract on behalf of all Owners. Such subscription agreements or other contracts may contain terms and conditions relating to use and access to the Community System or utility which, if violated by the Owner or occupant of a Lot, may result in services to such Owner or occupant's Lot being terminated by the System or utility provider or by the Association. The termination of service for such a violation shall not relieve the Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining to the Community Systems or common utilities.

The Association shall have no obligation to utilize any particular provider or providers, except as otherwise stated in the Governing Documents. However, the Association may not, throughout the duration of the Class "B" Control Period, terminate or refuse to renew any contract, except for cause as defined under a written agreement with the provider, without Declarant's consent.

7.14. Compliance with Obligations. The Association shall assume Declarant's (and Declarant's Affiliates') responsibilities to Sumter County and its governmental or quasi-governmental subdivisions, any state and federal agencies, and similar entities of any kind, and any other obligations which are set out in records available for public review, with respect to the operation and maintenance of the Common Area, and shall indemnify and hold Declarant and its Affiliates harmless with respect to such assumed responsibilities. In addition, the Association shall comply with other governmental or quasi-governmental permits, approvals, or regulations concerning the Community.

7.15. Surface Water and Storm Water Management System Maintenance. The Association shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System. Maintenance of the Surface Water and Storm Water Management System(s) shall mean the exercise or practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the District pursuant to Permit No. 44025555.000. Any repair or reconstruction of the Surface Water and

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Storm Water Management System shall be as permitted or, if modified, as approved in writing by the District. In addition, the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water and Storm Water Management System. Each property owner within Jumper Creek Manor at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the St. Johns River Water Management District ("SJRWMD").

7.16. Responsibilities Under Governmental Permits. Declarant shall have the right to assign or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Properties, including, without limitation, its continuing obligations with respect to the Surface Water or Storm Water Management System under Permit No. 44025555.000 or any other permit issued by St. Johns River Water Management District. The Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment or transfer and assumption shall be effective without the consent of the Association, but upon Declarant's request, the Association shall promptly execute any documents which Declarant requests to evidence the assignment or transfer and assumption of such responsibilities. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with, such permits and approvals. Any such transfer to the Association from Declarant must be in compliance with the rules and regulations of the District.

7.17. Controlled Access. Access to the Community may be monitored by a gatehouse system or by any other access monitoring system. Any Person hired to maintain or support such system(s) is intended to monitor access to and upon the Community or to act as surveillance personnel, not security or law enforcement for the Community. The Association may adopt rules regarding access to the Community, and procedures regarding implementation, maintenance, and support of the access monitoring system.

#### **Article VIII Association Finances**

8.1. Budgeting and Allocating Common Expenses. The Association is authorized to levy General Assessments equally against all Lots subject to assessment under Section 8.5 to fund the Common Expenses including, but not limited to, the cost of maintaining and repairing the Surface Water and Storm Water Management System which includes, without limitation, work conducted within retention areas, drainage structures and drainage easements. Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, including any prior year's surplus or deficit, any non-assessment income, and anticipated assessment income. The budget also shall separately reflect all fees for recreational amenities as required under Florida law.

In determining the General Assessment, the Board may consider any assessment income expected to be generated from any property reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the final budget and notice of the amount of the General Assessment to each Owner at least 30 days before the fiscal year begins. The budget shall not be subject to Owner approval and there shall be no obligation to call an Owners' meeting to consider the budget. If any proposed budget is disapproved pursuant to Section 8.11, or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the General Assessment from time to time during the year, subject to Section 8.11 and the notice requirements set forth in the By-Laws.

Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.6(b)) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

8.2. Budgeting for Reserves. The Board may include in the Common Expense budget a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period. Reserve budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. So long as the Board exercises business judgment in determining the amount or necessity of the reserve fund, the amount shall be considered adequate.

The Board may adopt resolutions regarding the expenditure of any reserve funds, including policies designating the nature of assets for which reserve funds may be expended. During the Development and Sale Period, neither the Association nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent.

The Board may enter into agreements with Declarant, on negotiated terms, under which Declarant may obligate itself to provide or contribute to reserve funds as needed on a "cash basis" in lieu of funding reserves on an accrual basis. The Board has no duty to fund reserves during any period that Declarant is funding Association budget deficits.

8.3. Special Assessments.

(a) In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration or any Supplemental Declaration, any Special Assessment that is more than \$1,000.00 per Lot per year shall require the affirmative vote or written consent of Members representing at least a majority of the total Class "A" votes, and the affirmative vote or written consent of the Class "B" Member, if any. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(b) In addition, the Association may levy Special Assessments against one or more particular Lots as follows:

(i) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which the Association may offer (which might include the items identified in Section 7.7) or which the Association otherwise provides to less than all Owners in accordance with this Declaration or any Supplemental Declaration. Special Assessments for special services may be levied in advance of the provision of the requested service; and

(ii) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, as set forth in the By-Laws, before levying any Special Assessment under this subsection.

Lots which Declarant or any Affiliate of Declarant owns are exempt from all Special Assessments.

8.4. Commencement of Assessment Obligation: Time of Payment. The obligation to pay assessments commences as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. Each Class "A" Member shall be obligated for assessments on his or her Lot commencing on the date that he or she receives title to the Lot. The first annual General Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Owners shall pay assessments in the manner and on the dates the Board establishes. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in quarterly or monthly installments. Unless the Board otherwise provides, the General Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require that the outstanding balance on all assessments for the remainder of the year in which the General Assessments are delinquent be paid in full immediately.

8.5. Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any Lot, covenants and agrees to pay all assessments authorized in the Governing Documents for each Lot owned. All assessments, together with interest (computed from the assessment's due date at a rate of 18% per annum), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner is exempt from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant by each Owner. No reduction or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some required function, or for inconvenience or discomfort arising from making repairs or improvements, or for any other reason.

Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer or agent setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option to Fund Budget Deficits. To the extent permitted by Florida law, during the Class "B" Control Period, Declarant may satisfy the obligation for assessments on Lots which it or any of its Affiliates owns, and which a Builder owns, either by paying assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit is the difference between the amount of assessments levied on Lots owned by Class "A" Members other than Builders, plus any other income received during the fiscal year, and the amount of the Association's actual expenditures during the fiscal year, excluding expenses exclusively for capital improvement costs and reserves.

Regardless of Declarant's election, Declarant's assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, except with respect to Special Assessments, Declarant shall pay assessments on Lots which it or its Affiliates own in the same manner as any other Owner.

8.6. Lien for Assessments. The Association may record a lien against any Lot to secure payment of assessments and other charges due the Association that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this Section, assessments and other charges shall include interest, late charges (subject to Florida law), and costs of collection (including attorneys' fees). The Association's lien under this Section shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

The Association's lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. At a foreclosure sale, the Association may bid for the Lot and acquire, hold, lease, mortgage, and convey the Lot. The Association may also sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the Association's lien or relieve such Lot from the lien for any subsequent assessments or other charges.

Notwithstanding the above, while the Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

8.7. Exempt Property. The following property shall be exempt from payment of General and Special Assessments:

- (a) All Common Area and other portions of the Community, if any, which are not Lots;
  - (b) Any property dedicated to and accepted by any governmental authority or public utility;
- and
- (c) All Lots owned by the Association.

8.8. Capitalization of Association. Upon each acquisition of record title to a Lot by the first Owner thereof other than Declarant or a Builder, and all subsequent owners, a contribution shall be made by or on behalf of the purchaser to the Association in the amount equal to one (1) year of the annual General Assessments per Lot for that year. This contribution shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. The Association may use such funds to cover operating and other expenses pursuant to this Declaration and the By-Laws.

8.9. Use and Consumption Fees: Licenses and Royalties. The Board may charge use and consumption fees to any Person using Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

8.10. Limitation on Assessment Increases. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations, after termination of the Class "B" Control Period, any General Assessment that is more than 10% greater than the General Assessment for the immediately preceding fiscal year is subject to disapproval at a meeting by at least 51% of the Class

"A" Members. There shall be no obligation to call a meeting for the purpose of considering the disapproval of any budget except on petition of the Members subject to assessment under the budget, as provided for special meetings in the By-Laws. Any such petition must be presented to the Board within 15 days after delivery of the budget and notice of any assessment.

An emergency situation is any one of the following:

- (a) an extraordinary expense required by an order of a court;
- (b) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible where a threat to personal safety is discovered;
- (c) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible and which could not reasonably have been foreseen by the Board in preparing and distributing the pro forma budget pursuant to Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Notice of the Board meeting at which such resolution is to be considered, explaining the nature of the assessment proposed, shall be provided to the Members along with the notice of such assessment; or
- (d) to defend itself in litigation, arbitration, or other legal or administrative actions brought against it.

**Article IX Expansion of the Community**

9.1. Annexation by Declarant. Declarant may, from time to time, subject to this Declaration all or any portion of the property described in Exhibit "B" by recording a Supplemental Declaration describing the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to annex property pursuant to this Section expires upon the earlier of (a) when all property described in Exhibit "B" has been subjected to this Declaration, (b) 15 years after this Declaration is recorded, or (c) when, in its discretion, Declarant terminates such right. Until then, Declarant may transfer or assign this right to an Affiliate or any Person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any early termination, transfer, or assignment of annexation rights shall be memorialized in a recorded instrument executed by Declarant.

Nothing in this Declaration shall require Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

9.2. Annexation by the Association. The Association also may annex property to the provisions of this Declaration by recording a Supplemental Declaration describing the additional property. Annexation by the Association shall require the affirmative vote or written consent of Members representing more than 50% of the Class "A" votes and the consent of the property owner. In addition, during the Development and Sale Period, Declarant's consent is required. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property, and by Declarant, if Declarant's consent is required.

9.3. Additional Covenants and Easements. By Supplemental Declaration, Declarant may impose additional covenants and easements on portions of the Community, including covenants obligating the Association to maintain and insure specific property on behalf of specific Owners (e.g., "Limited Common Area," as described in Section 11.1(c)) and authorizing the Association to recover its costs through Special Assessments. If someone other than Declarant owns the property, then such owner's consent and execution of the Supplemental Declaration is required. Any such Supplemental

Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4. Effect of Filing Supplemental Declaration. Unless otherwise specified, a Supplemental Declaration shall be effective upon the earlier of (a) notice to the Persons affected thereby, or (b) recording. The Lots subjected to this Declaration by Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for General Assessments with all other Lots.

**Article X Additional Rights Reserved to Declarant**

10.1. Withdrawal of Property. Declarant reserves the right to amend this Declaration, during the Development and Sale Period, to remove and/or assign title to or ownership of Tract 4, Tract 5, and Tract 6 of the Plat. Furthermore, Declarant reserves the right to amend this Declaration, during the Development and Sale Period to remove any unimproved portion of Jumper Creek Manor from the coverage of this Declaration. "Unimproved" means that no structure has yet been built on the property. Such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn, if not the Declarant.

10.2. Marketing and Sales Activities. Notwithstanding anything in the Governing Documents to the contrary, Declarant, its Affiliates, and their assigns, and Builders authorized by Declarant, may construct and maintain upon portions of the Common Area and other property they own, such facilities, activities, and things as, in Declarant's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Lots. Such permitted facilities, activities, and things shall include business offices, construction offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant, Declarant's Affiliates, and their assigns, and authorized Builders, may park vehicles in areas other than garages or driveways, including on streets. Builder's rights under this Section are subject to Declarant's approval.

10.3. Right to Develop. Declarant and its Affiliates and their respective employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area, and to the Exhibit "B" property, as it deems appropriate in its discretion.

10.4. Right to Approve Changes in Jumper Creek Manor Standards. During the Development and Sale Period, no amendment to or modification of any Use Restrictions, rules, or the Architectural Guidelines shall be effective without prior notice to and the written approval of Declarant.

10.5. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No general transfer or assignment of Declarant rights shall be effective unless it is in a written instrument signed by Declarant and recorded; provided, Declarant may allow other Persons to exercise, on a one-time or limited basis, any Declarant right without transferring the entire right and, in such case, a recorded instrument is not required.

10.6. Community Systems and Other Utilities; Service Contracts. Declarant reserves for itself, its Affiliates, successors, and assigns, a perpetual right and easement to install and operate within Jumper Creek Manor such Community Systems and other utilities as Declarant, in its discretion, deems appropriate to service the buildings and the structures within any Lot or other portion of the Community. Such right shall include, without limitation, Declarant's right to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems services, and other utilities and related services, in the region, and to charge individual users a reasonable fee not to

exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

Declarant, its Affiliates, and its successors and assigns may receive compensation or other benefit in connection with any contract entered into by or on behalf of the Association or the Owners, including, without limitation, service contracts with Declarant and bulk rate contracts with providers of Community Systems or other utility services, provided such contract is commercially reasonable to the Association and/or the Owners.

10.7. Right To Use Common Area for Special Events. During the Development and Sale Period, Declarant may use the Common Area to sponsor special events for charitable, philanthropic, political, or marketing purposes, subject to the following conditions:

- (a) the availability of the facilities at the time requested;
- (b) Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and
- (c) Declarant shall return the facilities and personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special events.

Declarant shall have the right to assign its rights to charitable organizations or foundations selected by Declarant. Declarant's right to use the Common Area for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Declaration.

10.8. Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of Jumper Creek Manor, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned, or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages relating to defective workmanship or materials. The Person exercising this easement shall promptly repair, and pay for, any resulting damage.

10.9. Termination of Rights. Rights granted under this Article shall terminate upon the earlier of (a) the period specified in the particular Section; (b) 25 years from the date this Declaration is recorded; or (c) Declarant's recording of a statement that all sales activity has ceased. Thereafter, Declarant may continue to use the Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and the Association which provides for rental payments based on the fair market rental value of any such portion of the Common Areas. Notwithstanding the above, Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Common Areas in connection with the marketing and sale of other properties in order to show the Community as an example of Declarant's projects. This Article shall not be amended without Declarant's written consent.

10.11. Exclusion of Declarant's Other Properties. By accepting a deed to a Lot, each Owner, specifically acknowledges that nothing contained in this Declaration shall in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Declarant or any Affiliate of Declarant of any property either of them owns, whether contained within or contiguous to Jumper Creek Manor. Declarant and its Affiliates shall have full, free, and unrestricted use of its other lands, notwithstanding any incompatibility of such use with restrictions this Declaration imposes upon the Lots.

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By accepting a deed to a Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property Declarant owns.

**Article XI Easements.** Declarant, on behalf of itself and for the benefit, where so stated, of the County, the Association, all Owners, and other specified parties, and also for the benefit of all real property from time to time included within Jumper Creek Manor, hereby creates, declares and reserves the following easements upon those affected portions of Jumper Creek Manor hereinafter specified, to wit:

11.1. Common Area Easement.

(a) Declarant grants to the Association and to each Owner a right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (i) The Governing Documents and any other applicable covenants;
- (ii) Any restrictions or limitations contained in any deed conveying the property to the Association; and
- (iii) The Board's right to:
  - (1) adopt rules regulating Common Area use, including rules limiting the number of guests who may use the Common Area, and charge use fees for such use;
  - (2) suspend the right of an Owner to use any Common Area amenity (A) for any period during which any assessment or other charge against the Owner's Lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents;
  - (3) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;
  - (4) rent any portion of Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;
  - (5) permit use of and access to any Common Area recreational facilities by persons other than Owners, their families, lessees, and guests, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion; and
  - (6) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the tenants of such Lot for the lease term.

(b) Declarant grants an ingress and egress easement to the Association over, under, within and upon the rights-of-way and over, under, within and upon all other utility easements and easement areas shown on the Plat or otherwise reserved, declared or created pursuant to this Declaration for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing from time to time the Common Areas and any and all structures from time to time located therein or thereon. Such ingress and egress easement shall include, but not be limited to the Common Area in Tracts 3 and 7 of the Plat.



11.2. Easements of Encroachment. Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots. A permitted encroachment is a fence, structure or fixture which extends unintentionally on to another's property, a distance of less than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3. Utility Easements.

(a) Installation and Maintenance. There are hereby created, declared, granted and reserved for the benefit of the Declarant, the County, the Association, all Owners and any public or private providers of utility services to the Community and their respective successors and assigns a non-exclusive easement for utility purposes throughout Jumper Creek Manor (but not through a structure), for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time located therein or thereon. The utilities contemplated to be served by such utility easements shall include, without limitation, those providing electric power, natural gas, telephone, potable water, cable television, roads, curbs, sidewalks, walkways, pathways, trails, street lights, and signage on property which Declarant, its Affiliates, or the Association owns or within public rights-of-way or easement areas reserved for such purpose on recorded plats. Notwithstanding the above, Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on the payment of reasonable consideration.

Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Jumper Creek Homeowners' Association, Inc. a perpetual, non-exclusive easements of ingress and egress throughout Jumper Creek Manor for the purpose of performing maintenance activities as provided herein to provide utilities as set forth herein, and such other purposes as may be expressly provided herein.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarant's discretion, to develop the property described in Exhibit "A" and "B." The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.4 Ingress and Egress Easement. There is hereby created, declared, granted and reserved for the benefit of the Declarant, the Association and each Owner of and each Lot, piece, parcel and tract of land within the Community, and also for the benefit of all private entities and public agencies providing pickup and delivery, utility, fire protection, law enforcement, and other governmental services, including the United States Postal Service, a non-exclusive easement for pedestrian and vehicular ingress, egress and passage over and upon the rights-of-ways as shown on the Plat.

11.5. Easements to Serve Additional Property. Declarant reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area for enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of

ingress and egress over the Common Area for construction of roads, for connecting and installing utilities, and constructing and using the facilities as described in Section 15.9.

If the above easement grants permanent access to any property which is not submitted to this Declaration, Declarant, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

11.6. Easements for Maintenance, Emergency, and Enforcement. Declarant grants to the Association easements over Jumper Creek Manor as necessary for the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Any member of the Board, and its duly authorized agents and assignees, including committee members, and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Declarant grants to the Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents. Any costs incurred, including reasonable attorneys' fees, shall be assessed against the Lot Owner as a Special Assessment.

11.7. Easements for Lake and Pond Maintenance and Flood Water. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water and Storm Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the Surface Water and Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System. No Person shall alter the drainage flow of the Surface Water and Storm Water Management System, including buffer areas or swales, without the prior written approval of the District.

11.8. Easements for Cross-Drainage. All portions of the Community shall be burdened with easements for natural drainage of storm water runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Lot to increase or decrease the drainage of storm water onto adjacent portions of the Community without the authorization of the District, the consent of the Owner(s) of the affected property, the Board, and Declarant during the Development and Sale Period.

11.9. Special Water Easements. Declarant grants a Special Water Easement to Five Land Group, LLC, a Florida limited liability company, its duly authorized agents, successors, assigns, an exclusive perpetual easement for ingress, egress, and the right to build, maintain, inspect, and repair any pipe, waterline, or other structure to withdraw water from Jumper Creek Manor as more particularly provided in the certain Special Water Easement Agreement recorded by Declarant contemporaneously with this Declaration.

11.10. Special Access Easements for Tract 4. Declarant retains Special Access Easements to Tract 4 on the Plat. The Special Access Easements for Tract 4 shall be an exclusive ingress and egress easement for the benefit of the Association, as owner of Tract 4, and shall run with the land, including without limitation, pedestrian and vehicular traffic, passage over and upon the rights-of-ways as shown on the Plat for Ingress and Egress providing pickup and delivery, utility, fire protection, law enforcement, and other governmental services, including the United States Postal Service. Furthermore, the Special Access Easements provided for in this paragraph shall create a perpetual easement for the right to build,

maintain, inspect, and repair any pipe for wastewater disposal and/or for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time located therein or thereon.

11.11. Special Access Easements for Tract 5. Declarant retains Special Access Easements to Tract 5 on the Plat. The Special Access Easements for Tract 5 shall be an exclusive ingress and egress easement for the benefit of the Association, as owner of Tract 5, and shall run with the land, including without limitation, pedestrian and vehicular traffic, passage over and upon the rights-of-ways as shown on the Plat for Ingress and Egress providing pickup and delivery, utility, fire protection, law enforcement, and other governmental services, including the United States Postal Service. Furthermore, the Special Access Easements provided for in this paragraph shall create a perpetual easement for the right to build, maintain, inspect, and repair any pipe, waterline, or other structure to withdraw water, and/or for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time located therein or thereon.

11.12. Special Access Easements for Tract 6. Declarant retains Special Access Easements to Tract 6 on the Plat. The Special Access Easements for Tract 6 shall be an exclusive ingress and egress easement for the benefit of the Association, as owner of Tract 6, and shall run with the land, including without limitation, pedestrian and vehicular traffic, passage over and upon the rights-of-ways as shown on the Plat for Ingress and Egress providing pickup and delivery, utility, fire protection, law enforcement, and other governmental services, including the United States Postal Service.

11.13 Special Access Easement. Declarant retains Special Access Easements as shown on the Plat as SAE 1. The Special Access Easements shall be an exclusive ingress and egress easement for the benefit of the Association, as owner of Tract 4 and Tract 5, and shall run with the land; including without limitation, pedestrian and vehicular traffic, passage over and upon the rights-of-ways as shown on the Plat for Ingress and Egress providing pickup and delivery, utility, fire protection, law enforcement, and other governmental services, including the United States Postal Service. Furthermore, the Special Access Easements provided for in this paragraph shall create a perpetual easement for the owner of Tract 4 the right to build, maintain, inspect, and repair any pipe for wastewater disposal, and the owner for Tract 5 the right to right to build, maintain, inspect, and repair any pipe, waterline, or other structure to withdraw water. Additionally the owners of Tract 4 and Tract 5 may use the Sepecial Access Easement created herein for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time located therein or thereon.

11.14 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

**Article XII Shared Structures**

12.1. General Rules of Law to Apply. Each wall, fence, driveway, or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding shared structures and liability for property damage due to negligence or willful acts or omissions shall apply to shared structures.

12.2. Maintenance; Damage and Destruction. Unless otherwise specifically provided in additional covenants relating to such Lots, the Owners sharing the party structure shall share equally in the cost of necessary or appropriate party structure repairs and maintenance; provided, painting and other aesthetic modifications visible only to one side of the structure shall be the responsibility of the Lot Owner with such visibility.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner sharing the

structure may restore it and be entitled to contribution for the restoration cost in equal proportions from other sharing owners. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

**Article XIII Dispute Resolution:** To the extent that Florida law requires Binding Arbitration and/or Mediation, the Association and the Owners shall resolve such issues accordingly.

**Article XIV Mortgagee Provisions:** The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

14.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder; and

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within 30 days.

14.2. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering the Owner's Lot.

14.3. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

**Article XV Disclosures and Waivers.**

15.1. No Liability For Third Party Acts. Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property in Jumper Creek Manor. The Association may, but is not obligated to, maintain or support certain activities within the Community which promote or enhance safety or security within the Community. However, the Association, and Declarant shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including fire protection, burglar alarm, or other security monitoring systems, or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented, nor that any such systems or measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of its Lot that the Association, the Board and its committees, and Declarant are not insurers or guarantors of security or safety and that each

Person within Jumper Creek Manor assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

15.2. View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, any open space within the Community will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Association (with respect to the Common Area) has the right to add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

15.3. Notices and Disclaimers as to Community Systems. Any Community System and its providers, managers, and operators may be subject to federal, state, or municipal regulations, laws, and ordinances. Such regulations, laws, and ordinances may have a significant impact on certain aspects of the system including, but not limited to, the fees charged, the method of delivery, the rights of the system users, as well as the rights of the system providers or operators. These regulations and their impact are beyond the Association's and Declarant's control.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, neither Declarant nor any of Declarant's Affiliates, successors, or assigns shall in any manner be liable for, and no Community System user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

Each Owner acknowledges and agrees that the Association, by virtue of contractual relationships with Community Systems providers, may gain access to information relating to individual use of the Community Systems, including account and content information. In recognition of this fact, each Owner waives any privacy rights he or she may have in such information and any claims against the Association, the Board, Declarant, and Declarant's Affiliates relating to the acquisition of such information. Further, each Owner acknowledges and agrees that the acquisition of such information by the Association shall not create any duty on the part of the Association, Declarant, or Declarant's Affiliates to any Person to act in any manner with respect to such information.

Notwithstanding the above, or any other provisions in this Declaration, there is no guarantee or representation that any particular Community System will be made available.

15.4. Construction Activities. All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, any Affiliate of Declarant, and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, may conduct development and construction activities within Jumper Creek Manor and that such activities shall be conducted in phases and may cause disturbance and disruption which impact the use and enjoyment of a Lot. Development and construction activities will result in reasonable wear and tear on roadways within the Community and the Association and all Owners acknowledge and agree that neither Declarant nor any Affiliate of Declarant shall be obligated to resurface roadways during or after the conclusion of construction activities as a result of such reasonable wear and tear.

By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or Jumper Creek Manor generally, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) 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 the Lot where such activities are being conducted (even if not being

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actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant, any Affiliate of Declarant, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant or its Affiliates to sell, convey, lease, and/or allow the use of Lots within Jumper Creek Manor.

15.5. Water Management. Each Owner acknowledges and agrees that any body of water and other wetlands within or adjacent to Jumper Creek Manor are not designed as aesthetic features and due to fluctuations in water elevations within the immediate area, water levels will rise and fall. Each Owner further acknowledges and agrees that Declarant has no control over such elevations. Therefore, each Owner agrees to release and discharge Declarant and Affiliates of Declarant from and against any and all losses, claims, demands, damages, costs, and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand, or fill any lakes or wetlands located within or in the vicinity of Jumper Creek Manor without the prior written approval of Declarant and any local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters, including the District.

15.6. Liability for Association Operations. The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant (including its Affiliates, successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Common Maintenance Areas and the collection of assessments.

15.7 Changes in Master Plan. Each Owner acknowledges that Jumper Creek Manor is a master planned community, the development of which is likely to extend over many years, and agrees that the Association shall not engage in or use Association funds to support any protest, challenge, or other form of objection to (a) changes in uses or density of property within Jumper Creek Manor, or (b) changes in the Master Plan, including, without limitation, the enlargement of the Master Plan and the acquisition or revision of regulatory approvals to reflect the annexation of real property in accordance with Article IX, without Declarant's prior written consent, which consent may be granted or withheld in Declarant's discretion.

Each Owner acknowledges and agrees that the present plans and themes for Jumper Creek Manor development may change and that it has not relied on any representation, warranty, or assurance by any Person (a) that any Lots, or other property or facilities will or will not be added, modified, or eliminated within Jumper Creek Manor; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to: (a) the design, construction, completion, development, use, benefits, or value of Jumper Creek Manor; or (b) the number, types, sizes, prices, or designs of any residential or non-residential structures or improvements built or to be built in any part of Jumper Creek Manor.

15.8. Presence of Water Features. Declarant, Affiliates of Declarant, and the Association shall not in any way be a guardian or insurer of safety in connection with the presence or use of lakes, swimming pools, or any other water features within or adjacent to Jumper Creek Manor and shall not be held liable or responsible for any personal injury or death, property damage, or any other loss due to, arising out of, or related to use of such water features for recreational or other purposes. Declarant,

Affiliates of Declarant, and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, or other bodies of water within or adjacent to the Community.

15.9. Water and Sewage Facilities. Declarant grants to the Association all rights of ownership to Tracks 4, 5 and 6 in Jumper Creek Manor but reserves the right, but not the obligation to, construct for the Association to operate, a commercial water facility, a commercial sewer facility and a lift station (collectively "Facilities"). However, Declarant reserves the right to use the Facilities in any manner whatsoever. Additionally, Declarant may expand the Facilities located on Tracts 4, 5 and 6 of the Plat as Declarant deems necessary in Declarant's sole opinion. Owners purchase property in Jumper Creek Manor with the full knowledge, understanding and acceptance of the intended Facilities, which may be expanded, and waive any claim that they now have or may ever have for nuisance, or any other claim relating to or arising from the ownership, control, operation, maintenance, use, expansion or existence of the Facilities. Declarant's rights under this subsection shall extend to Declarant's agents, affiliates, licensees, assignees and successors.

All Owners must use the water and sewer services provided by the Facilities as long as the Facilities exist. The water and sewer services will be charged based on the monthly reading of the water meter attached to each house. If the Owner fails to pay the monetary obligations incurred under this Section, the Association shall have the right to (a) turn off the water, and (b) place a lien, and foreclose on the Lot pursuant to Sections 8.5 and 8.6 herein such remedies shall be non-exclusive.

By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or Jumper Creek Manor generally, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) 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 Tracts 4 and 5 where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant, any Affiliate of Declarant, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant or its Affiliates to sell, convey, lease, and/or allow the use of Lots within Jumper Creek Manor.

15.10. Water Use Site. Five Land Group, LLC currently owns land adjacent and contiguous to the Community, which it intends to use for commercial purposes, including without limitation the operation of a water plant to store and sell water to third parties. Five Land Group, LLC has the right to withdraw water from the Community pursuant to the terms of the Special Water Easement Agreement recorded contemporaneously with this Declaration.

**Article XVI Changes in Ownership of Lots.** Any Owner, other than Declarant or any Affiliate of Declarant, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least 14 days' prior written notice of the name and address of the purchaser or transferee, their Mortgagee, and the date of such transfer of title. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations, until the date upon which the Board, notwithstanding the transfer of title, receives such notice.

**Article XVII Changes in Common Area**

17.1. Condemnation. Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine,

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in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless, within 60 days after such taking, Declarant, during the Development and Sale Period, and at least a majority of the total Class "A" votes shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

17.2. Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

17.3. Transfer or Dedication of Common Area. The Association may convey, dedicate, or otherwise transfer portions of the Common Area to Sumter County or to any other local, state, or federal governmental or quasi-governmental entity subject to obtaining prior approval from such governmental or quasi-governmental entity.

#### Article XVIII Amendment of Declaration

18.1. By Declarant. During the Development and Sale Period, Declarant may unilaterally amend this Declaration for any purpose.

18.2. By the Board. The Board may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, during the Development and Sale Period, Declarant's written consent is required for any such amendment.

18.3. By the Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the written consent of Members representing at least a majority of the Association's total Class "A" votes. In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment by the Members.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.



18.4. Approval by the St. Johns River Water Management District. Any amendment to the Declaration which alters any provision relating to the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

18.5. Validity and Effective Date. An amendment to this Declaration pursuant to this Article XIX may affect the vested rights of Owners. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

18.6. Exhibits. Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. Exhibit "C" is incorporated by reference and may be amended as provided in Article III or pursuant to Sections 18.1, 18.2, and 18.3. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

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**- TABLE OF EXHIBITS -**

<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Land Initially Submitted
"B"	Land Subject to Annexation
"C"	Initial Use Restrictions

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EXHIBIT "A"

Land Initially Submitted

BEGIN AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA; THENCE S.89°54'27"W. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 660.60 FEET TO A POINT BEING ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE N.00°02'51"W. ALONG SAID EAST LINE A DISTANCE OF 362.66 FEET; THENCE S.89°55'28"W. A DISTANCE OF 320.00 FEET; THENCE N.00°02'51"W. A DISTANCE OF 250.00 FEET TO A POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 48, HAVING A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY; THENCE S.89°55'28"W. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 365.39 FEET TO A POINT BEING 25.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 24; THENCE S.00°01'42"E. PARALLEL TO SAID WEST LINE A DISTANCE OF 2,297.15 FEET; THENCE N.89°57'30"E. PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24 A DISTANCE OF 927.35 FEET TO A POINT BEING ON THE WEST LINE OF THE SOUTH 600.00 FEET OF THE EAST 420.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE N.00°04'05"W. ALONG SAID WEST LINE A DISTANCE OF 293.06 FEET TO A POINT BEING ON THE NORTH LINE OF THE SOUTH 600.00 FEET OF THE EAST 420.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE N.89°57'42"E. ALONG SAID NORTH LINE A DISTANCE OF 420.00 FEET TO A POINT BEING ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE N.00°04'05"W. ALONG SAID EAST LINE A DISTANCE OF 728.13 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE N.00°04'01"W. ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 664.33 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD.

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**EXHIBIT "B"**

**Land Subject to Annexation**

Any and all real property described in or made subject to the Master Plan, as it may be amended from time to time, and any and all real property lying and being contiguous to, or within a one-half mile radius of, any boundary of any portion of any real property subject to the Declaration of Covenants, Conditions, and Restrictions for JUMPER CREEK MANOR, regardless of whether such property is subject to the Master Plan.

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EXHIBIT "C"

Initial Use Restrictions

The purpose of Architectural Guidelines and Use Restrictions is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities which fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article IV, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it prevent the Board from taking enforcement action in any appropriate circumstances.

Subject to the above, the following restrictions shall apply to all of JUMPER CREEK MANOR until such time as they are amended, modified, repealed, or limited pursuant to the Declaration.

(a) Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Community, except that a reasonable number of usual and common household pets, as determined in the Board's discretion, may be kept on a Lot (including inside a dwelling). Unless the Board, in its discretion, determines otherwise, a reasonable number of dogs and cats, collectively, on any Lot shall be presumed to be three and Board consent is required for keeping additional dogs and/or cats on a Lot. Upon the Board's request, an Owner, at his or her expense, shall remove any pet which is permitted to roam free, or, in the Board's discretion, endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to other Owners or residents of any portion of the Community. If the Owner fails to honor such request, the Board may cause the pet to be removed at the Owner's expense. No animals shall be kept, bred, or maintained for any commercial purpose. Pets shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside a structure.

(b) Wildlife. Capturing, killing, or trapping wildlife is prohibited within the Community, except in circumstances imposing an imminent threat to the safety of Persons or pets.

(c) Firearms; Fireworks. The use and discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The use and discharge of fireworks is prohibited except by license granted by the Association.

(d) Nuisances. No Owner shall engage in any activity which constitutes a nuisance (meaning offensive or detrimental activity, as determined by the Board), or which materially disturbs or destroys the vegetation, wildlife, or air quality within the Community, or which results in unreasonable levels of sound or light pollution. Furthermore, no noxious, illegal, or offensive activity shall be carried on upon any portion of the Community which, in the Board's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to others.

(e) Garages. Garage doors shall remain closed except for temporary periods reasonably related to the active use of the garage, as determined in the Board's discretion. A garage may not be converted to finished space for use as an apartment, an integral part of the Lot's living area, or for purposes other than parking vehicles and ancillary storage, without prior approval pursuant to Article IV.

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(f) Sheds. Sheds must have prior approval in accordance with Article IV and comply with applicable Architectural Guidelines. Sheds shall not exceed 12'x12' in size and shall not be entirely constructed of aluminum. They must be located behind a fence or concealed from view or have neighbor approval. Sheds must be painted the same color as the house and the roofs must be identical or as close as possible to the house shingles.

(g) Exterior Lighting. Excessive exterior lighting on any Lot is prohibited. The Board in its discretion shall determine whether any exterior lighting is excessive.

(h) Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels on the Common Area (except by the Association), or, if not in active use, on any portion of a Lot which is visible from outside the Lot is prohibited.

(i) Prohibited Conditions. The following conditions, structures, or activities are prohibited on any Lot:

(i) Dogs runs and animal pens of any kind, unless properly screened and approved in accordance with Article IV;

(ii) Detached shacks, storage sheds or other structures of a temporary nature on any Lot except as may be authorized by Declarant during the initial construction of improvements within the Community. Temporary structures used during the construction or repair of a dwelling or other improvements shall be removed immediately after the completion of construction or repair;

(iii) Freestanding flagpoles, unless approved in accordance with Article IV; provided, that one portable, removable United States flag pursuant to Florida Statutes §720.304 and §720.3075, or any subsequent laws. Such flags may be displayed using a bracket or other approved device mounted to a dwelling so long as the size of the flag displayed does not exceed a standard size (as set forth in the Architectural Guidelines or determined in the Board's discretion and set forth in a Board rule);

(iv) Outdoor athletic and recreational facilities such as swing sets and sport courts (including basketball hoops), unless approved in advance in accordance with Article IV (proper screening may be required for any such facilities); and

(v) Outside clotheslines or other outside facilities for drying or airing clothes, unless properly screened and approved in accordance with Article IV.

(vi) Accessory structures shall not be used for commercial gain or personal commerce.

(vii) There shall be not personal wells installed on any Lot.

In any event, and notwithstanding the above list of prohibited conditions, any structure, improvement, or thing proposed for construction, erection, installation, or placement on a Lot requires prior Reviewer approval in accordance with Article IV, unless specifically made exempt under the Architectural Guidelines.

Any condition, structure, improvement, or thing permitted to be placed, constructed, erected, or installed on a Lot, including those described above, shall be maintained in good condition at all times in compliance with the Community-Wide Standard.

(j) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Lots.

(k) Signs. No sign shall be erected within the Community, except those required by law, including posters, circulars, and billboards; provided, the following types of signs may be erected on a Lot without the Board's written consent: (i) one professional sign of not more than three (3) square feet advertising the property for sale or rent; and (ii) security signs in a style and location designated in the Architectural Guidelines or approved by the Reviewer. This restriction shall not apply to entry, directional, advertising and marketing signs installed by or with the consent of Declarant during the Class "B" Control Period or to any signs or monuments required by the St. Johns River Water Management District. The Association, with the Board's approval, shall have the right to erect signs on the Common Area.

(l) Holiday Decorations. Owners may display holiday decorations on their Lots if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Permitted decorations may be displayed for such periods as are normal and customary for comparable residential communities, as the Board determines.

(m) Antennas and Satellite Dishes. No antenna, satellite dish, or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the dwelling on a Lot, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under one meter in diameter). Notwithstanding such protection, an application for such an antenna or other device must be submitted to the Reviewer for approval and approval will be granted only if:

(i) First, the antenna or other device is designed for minimal visual intrusion (*i.e.*, is located in a manner that minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the antenna or other device complies to the maximum extent feasible with the Architectural Guidelines within the confines of applicable federal regulations (*i.e.*, without precluding reception of a quality signal or unreasonably increasing the cost of the antenna or device).

The Reviewer shall consider any such application on an expedited basis.

Notwithstanding the above, Declarant and/or the Association may erect an antenna, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of JUMPER CREEK MANOR, should any master system or systems be used by the Association and require such exterior apparatus.

(n) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are pre-approved by the Reviewer or specifically permitted under the Architectural Guidelines, or as required by the applicable governing

jurisdiction. Such containers shall be screened from view outside of the Lot except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. Rubbish, trash, and garbage must be removed from the Lots and may not accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot.

(o) Pool Equipment. All pool equipment stored on any Lot shall be screened from view from outside the Lot.

(p) Unightly or Unkempt Conditions. All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot in a manner which is unsanitary, unsightly, offensive, or detrimental to any other portion of the Community, as the Board may determine.

Woodpiles or other material shall be properly screened and stored in such a manner so as not to attract rodents, snakes, and other animals and or create a fire hazard, as the Board determines. No activities shall be conducted upon or adjacent to any Lot or within any structure on a Lot which are or might be unsafe or hazardous to any Person or property. Open fires are prohibited within the Community, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes.

(q) Vehicles and Parking. No vehicle may be left upon any portion of the Community except in a garage, driveway, or other area the Board designates. The following vehicles may be parked only in an enclosed garage or other area (if any) the Board designates: any recreational vehicle, mobile home, trailer, camper, boat or other watercraft, any stored vehicle, any commercial vehicle (including all vehicles with commercial lettering or logos), or any unlicensed or inoperable vehicle. "Sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and pick-up trucks without raised enclosures or commercial writing or logos shall be treated as automobiles and may be parked in driveways outside of enclosed garages. This Section shall not apply to emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery.

Notwithstanding the above, for purposes of cleaning, loading, unloading, and short-term and visitor or guest parking, any vehicle may be parked temporarily outside of an enclosed garage or other approved structures for time periods reasonably necessary to perform such task. The Board, in its discretion, may enact rules governing such temporary, irregular use or, in the absence of specific rules, shall have discretion in determining what constitutes permissible use.

As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles.

(r) Wetlands, Lakes, and Other Water Bodies. Wetlands, lakes, ponds, and streams within the Community, if any, are part of the Surface Water and Storm Water Management System, and no active use of lakes, ponds, streams, or other bodies of water within the Community is permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, or other bodies of water within or adjacent to the Community.

(s) Solar Equipment. No solar heating equipment or device is permitted outside the dwelling or other structures on the Lot except for pool heaters and such devices whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for any such



**EXHIBIT D**  
**BY-LAWS**  
**OF**  
**JUMPER CREEK HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I: NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

1.1. Name. The name of the corporation is Jumper Creek Homeowners' Association, Inc. (the "Association").

1.2. Principal Office. The Association's principal office shall be located in Seminole County, Florida. The Association may have other offices, either within or outside Florida, as the Board of Directors determines or as the Association's affairs require.

1.3. Definitions. The words used in these By-Laws shall have their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Jumper Creek Manor, as it may be amended ("Declaration"), unless the context indicates otherwise.

**ARTICLE II: MEMBERSHIP: MEETINGS, QUORUM, VOTING, PROXIES**

2.1. Membership. The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration. Provisions of the Declaration pertaining to membership are incorporated by this reference.

2.2. Place of Meetings. The Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate.

2.3. Annual Meetings. The Association shall hold its first meeting, whether a regular or special meeting, within one year after the date of the Association's incorporation. The Board shall set the date and time of subsequent regular annual meetings. Annual meetings may be conducted electronically (*i.e.*, via the Internet, intranet, or teleconference) if, and to the extent, permitted by law.

2.4. Special Meetings. The President may call a special meeting of the Association. It also shall be the President's duty to call a special meeting if so directed by Board resolution or upon petition of Members representing at least 10% of the Association's total Class "A" votes.

If the President does not send notice of a special meeting pursuant to Section 2.5 within 10 days after the date written demand is delivered to the Association's Secretary, any Member signing the demand may set the time and place of the special meeting and give the Association notice pursuant to Section 2.5.

2.5. Notice of Meetings. The Association's Secretary shall cause written notice stating the place, day, and hour of any Association meeting to be given in any manner permitted by Florida law. If permitted, notice may be posted in a conspicuous, prominent place within the

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- TABLE OF EXHIBITS -

Exhibit

Subject Matter

"A"

Land Initially Submitted

"B"

Land Subject to Annexation

"C"

Initial Use Restrictions

"D"

By-Laws of Jumper Creek  
Homeowners' Association, Inc.

"E"

Articles of Incorporation of Jumper Creek Homeowners'  
Association, Inc.

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Community, delivered by hand delivery, or sent by facsimile, electronic mail, or other electronic communication device, or such other manner which is permitted by law. Notice shall be given at least 10 but less than 50 days before the date of the meeting, by or at the direction of the President, the Secretary, or the officers or Persons calling the meeting. Failure to receive actual notice of an Association meeting shall not affect the validity of any action taken at such meeting.

In case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice.

If posted, notice shall be deemed delivered when posted. Other notices shall be deemed delivered as provided in Section 6.5.

2.6. Waiver of Notice. Waiver of notice of an Association meeting shall be the equivalent of proper notice. Any Member may waive, in writing, notice of any Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least five but not more than 30 days from the date called for the original meeting. At the reconvened meeting, if the number required for a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

2.8. Voting. Members shall have such voting rights as are set forth in the Declaration, which provisions are incorporated herein by this reference.

2.9. Proxies. On any matter as to which a Member is entitled personally to cast the vote for his Lot, such vote may be cast in person or by proxy, subject to Florida law.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

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Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given, (b) the secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is an individual given to the person presiding over a meeting of the Association, or (c) 90 days from the meeting date for which the proxy was originally given, unless the proxy specifies a shorter period.

2.10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.11. Quorum. Except as these By-Laws or the Declaration otherwise provide, the presence of Members, either in person or by proxy, representing 10% of the total Class "A" votes in the Association shall constitute a quorum at all Association meetings.

2.12. Conduct of Meetings. The President or other Board designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Association's minutes book.

2.13. Action Without a Meeting. Without holding a meeting pursuant to Sections 2.3 or 2.4, Members may take any action that Florida law requires or permits the Members to take at a meeting (subject to any limitations in the Declaration), if Members representing at least 51% of the Association's Class "A" votes sign a written consent specifically authorizing the proposed action. The Association need not give prior notice before soliciting such consent; provided, the Association must send written consent forms to all Members. Members shall sign, date, and deliver such consents to the Association within 60 days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file such consents with the Association's minutes and the consents shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

### ARTICLE III: BOARD OF DIRECTORS: SELECTION, MEETINGS, POWERS

#### A. Composition and Selection.

3.1. Governing Body; Composition. The Board of Directors shall govern the Association's affairs. Each director shall have one vote. Directors need not be Members or residents of the Community. A director must be at least 18 years old. In the case of a Member who is not an individual, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no more than one such representative of any Member, nor more than one occupant of any Lot, shall serve on the Board at a time, except in the case of directors the Class "B" Member appoints.

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(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as is designated by written notice to the Members pursuant to this Section; or

(c) if to any committee, at the principal address of the Association or at such other address as shall be designated by written notice to the Members pursuant to this Section.

Notice sent in accordance with this Section shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation.

6.6. Amendment.

(a) By Class "B" Member. During the Class "B" Control Period, the Class "B" Member unilaterally may amend these By-Laws for any purpose.

(b) By the Board. The Board may amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots. However, any such amendment may not materially adversely affect the title to any Lot unless the Lot Owner consents to the amendment in writing. In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment by the Board.

(c) By the Class "A" Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent of Members representing at least a majority of the Association's total Class "A" votes, and the consent of the Class "B" Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

improvements and to administer and enforce the architectural controls described in the Declaration. The Board may not impose a fine without a majority vote of the Architectural Review Committee / Covenants Committee.

## ARTICLE VI: MISCELLANEOUS

6.1. Fiscal Year. The Association's fiscal year shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order* (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law or the Governing Documents.

6.3. Conflicts. Conflicts between or among the Governing Documents and Florida law governing documents shall be resolved as directed in the Declaration.

6.4. Books and records.

(a) Inspection by Members and Mortgagees. The Board shall make the Association's "official records," as defined by the Act, available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing documents requested. The Board shall make such records available within 10 business days of its receipt of a written request by an Owner or his or her authorized agent.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties the Association owns or controls. The director's right of inspection includes the right to make a copy of a relevant document at the Association's expense.

6.5. Notices. Except as the Declaration or these By-Laws otherwise provide, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or by private carrier; if sent by United States mail; by facsimile or electronic mail with written confirmation of transmission; or any other manner permitted by Florida law. Notices shall be delivered or sent to the intended recipient as follows:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or to the address listed in the Property Appraiser's public records;

4.4. Powers and Duties. The Association's officers each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall supervise the preparation of the Association's budget, but shall delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other Association instruments shall be executed by an officer, unless the Board provides otherwise, or by such other person or persons as the Board may designate by resolution.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.18.

#### ARTICLE V: COMMITTEES

5.1. General. The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution.

In an effort to encourage and incorporate a broad base of Owner and resident participation in community governance, it shall be the Association's policy that the Board create and delegate its responsibilities to committees as reasonably appropriate.

Committees shall exercise only such authority as granted by Board resolution, provided the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two consecutive two-year terms on the same committee.

5.2. Architectural Review Committee / Covenants Committee. The Board shall appoint an Architectural Review Committee / Covenants Committee consisting of at least three members. The Covenants Committee members shall be Members of the Association who are not directors, officers, or employees of the Association or the spouse, parent, child, brother, or sister of a director, officer, or employee. Acting in accordance with the provisions of the Declaration, these By-Laws, and any Board resolutions, the Architectural Review Committee / Covenants Committee shall be the Association's hearing tribunal and shall conduct all hearings held pursuant to these By-Laws. Furthermore, the Architectural Review Committee / Covenants Committee shall review plans and specifications of the construction or modification of

(b) affirmatively undertakes to make decisions which are necessary for the Association's continued and successful operation and, when decisions are made, they are made on an informed basis;

(c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and

(d) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

A director acting in accordance with the business judgment rule shall be protected from personal liability. Unless the Governing Documents require that specific action be taken, the failure to take such specific action shall not, without further showing that the Board acted in violation of the business judgment rule, be deemed a violation of a Board duty.

Board determinations of the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

#### ARTICLE IV: OFFICERS

4.1. Officers. The Association's officers shall include a President, Vice President, Secretary, and Treasurer. The officers may, but need not, be Board members, Owners, or residents of the Community. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, with such officers to have such authority and perform such duties as the Board prescribes. The same person may hold any two or more offices, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the Association's officers at the first Board meeting following each Association annual meeting. Officers shall serve until their successors are elected. Officers may not hold the same office for more than two consecutive terms.

4.3. Removal and Vacancies. Any officer may be removed by a vote of at least 2/3 of the directors. The Board shall appoint a replacement to fill any vacancy in any office for the unexpired portion of the term.

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(b) Hearing. Each alleged violator shall have an opportunity for a hearing to be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard at such hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the alleged violator shall have the right to appeal the decision to the Board. To exercise this right, the alleged violator must submit a written notice of appeal to the Association's manager, President, or Secretary within 10 days after being informed of the results of the hearing by the Association's manager or another Board officer or representative.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, if permitted under the Declaration, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the Declaration's dispute resolution procedures, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

3.24. Board Training Seminar. The Board may provide or provide for seminars and continuing educational opportunities designed to educate and inform directors of their responsibilities as directors. Such programs shall include instruction on applicable Florida corporate and fiduciary law principles, other issues relating to administering the Community's affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. The Board may require that each newly elected, and each re-elected director complete a training seminar within the first six months of assuming the director position.

3.25. Board Standards. In performing their duties, directors and officers shall act as fiduciaries and are subject to insulation from liability as provided for directors of corporations by Florida law and as otherwise provided by the Governing Documents. Directors shall exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule.

A director shall act in accordance with the business judgment rule so long as the director:

(a) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(g) an annual report consisting of at least the following shall be prepared within 60 days after the close of the fiscal year: (i) a balance sheet showing actual receipts and expenditures; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant. During the Class "B" Control Period, the annual report shall include certified financial statements.

Within 10 business days following its receipt of a written request, the Board shall provide an Owner or its authorized agent a copy of the annual financial report. In addition, if Florida law requires, the Association shall send a copy of the annual report to each Member by mail or personal delivery within 90 days following the close of the fiscal year.

3.22. Right To Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside of the Community.

3.23. Enforcement. The Association may impose sanctions for any violation of the Governing Documents. To the extent the Florida law and the Declaration specifically requires, the Board shall comply with the following procedures prior to imposition of sanctions:

(a) Notice. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 15 days within which the alleged violator may present a written request for a hearing to the Covenants Committee; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the alleged violator challenges the violation within the period permitted in the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided, the Board or Covenants Committee may suspend any proposed sanction if the violation is cured, or if a diligent effort is made to cure, within the period during which a hearing may be requested. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination which the Association may exercise with or without cause and without penalty at any time after termination of the Class "B" Control Period upon not more than 90 days written notice. After the Class "B" Control Period terminates, the Association may not terminate any management contract, or retain a new managing agent, without the approval of Members representing a majority of the Association's total Class "A" votes, and Declarant, during the Development and Sale Period.

The Class "A" Members shall have no right to terminate a management contract during the Class "B" Control Period. Unless the Board otherwise grants such right, or unless the management contract otherwise provides, the Board may act in its discretion with respect to executing and terminating management contracts during the Class "B" Control Period. Any management contract may, among other things, authorize the managing agent to act as the Association's agent with respect to the expenditure of Association funds within the scope of the approved Association budget; provided, the managing agent shall not be permitted to spend money in excess of the budget or reallocate greater than 10% of any budget line item without the Board's prior approval. The Board may use such funds as the Board deems reasonably necessary to cover operating and other expenses related to the Association.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) accounting and controls should conform to generally accepted accounting principles;
- (b) the Association's cash accounts shall not be commingled with any other accounts;
- (c) the managing agent shall accept no remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; the Association shall benefit from anything of value received;
- (d) the managing agent shall disclose promptly to the Board any financial or other interest which it may have in any firm providing goods or services to the Association;
- (e) commencing at the end of the quarter in which the first Lot is sold and closed, the Board shall prepare financial reports for the Association at least quarterly containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;

3.19. Right of Class "B" Member to Disapprove Actions. During the period of Class "B" membership, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the Class "B" Member's sole and absolute judgment, would tend to impair rights or interests of Declarant, any Affiliate of Declarant, or builders, interfere with development or construction of any portion of the Community, or diminish the level of services the Association provides.

(a) Notice. The Association, the Board, and each committee shall give the Class "B" Member written notice of their meetings and proposed actions to be approved at their meetings (or by written consent in lieu of a meeting). The notice shall comply with Section 3.10 and shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) Opportunity to be Heard. The Association, the Board, and each committee shall give the Class "B" Member the opportunity at any meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval described in this Section.

(c) Exercise of Rights. The Class "B" Member, its representatives or agents, shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, if the action is approved without a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction by the Association, the Board, or any committee. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

(d) Condition of Implementation. No action, policy, or program subject to the Class "B" Member's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

3.20. Management. The Board may employ a professional management agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or those duties set forth in Section 3.17(a) (with respect to adoption of the budget). The Board may contract with or employ Declarant or any Affiliate of Declarant as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

(f) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;

(g) after termination of the Class "B" Control Period, submitting for bid any planned Association expenditure (whether for capital items, services, maintenance, or otherwise) anticipated to exceed \$25,000.00 in any fiscal year; provided, the Board is not obligated to contract with or otherwise retain the services of the lowest bidder; and provided further, the Board is not obligated to submit for bid the renewal of existing contracts;

(h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;

(i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) paying the cost of all services rendered to the Association;

(k) keeping books with detailed accounts of the Association's receipts and expenditures;

(l) making available to any Owner and the holders, insurers, and guarantors of any Mortgage on any Lot current copies of the Governing Documents and all other Association books, records, and financial statements as provided in Section 6.4;

(m) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of Jumper Creek Manor;

(n) indemnifying an Association director, officer, or committee member, or former Association director, officer, or committee member to the extent such indemnity is required by Florida law, the Articles of Incorporation, or the Declaration; and

(o) maintaining, and retaining for the time periods required, the "official records" of the Association, as provided in Section 720.303(4) of the Florida Homeowners Association Act.

3.18. Compensation. The Association shall not compensate a director for acting as such. The Association may reimburse any director for expenses incurred on the Association's behalf if approved by a majority of the other directors. In addition, subject to Section 3.27, nothing herein shall prohibit the Association from compensating a director for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a director is affiliated.

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3.14. Open Meetings; Executive Session. Subject to the provisions of Section 3.15, all Board meetings shall be open to all Members. However, attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be granted permission to speak, and the Board concurs. In such case, the President may limit the time any such individual may speak.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss with the Association's attorney matters relating to pending or threatened litigation which are protected by the attorney-client privileges, or to discuss among the Board any other matter of a sensitive nature, if Florida law permits.

3.15. Action Without a Formal Meeting. Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if all directors sign a consent in writing, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

**C. Powers and Duties.**

3.16. Powers. The Board shall have all of the powers necessary for administering the Association's affairs and for performing all of the Association's responsibilities and exercising all of the Association's rights as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Florida law require to be done and exercised exclusively by the membership generally.

3.17. Duties. The Board's duties shall include, without limitation:

- (a) adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) providing for the operation, care, upkeep, and maintenance of the Common Maintenance Area consistent with the Community-Wide Standard;
- (c) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of necessary equipment, supplies, and materials;
- (d) depositing all funds received on the Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's business judgment, in depositories other than banks;
- (e) opening bank accounts on the Association's behalf and designating the signatories required;

(b) Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Community at least 48 hours in advance of the meeting or provided in any other manner reasonably anticipated to provide notice to all Members, including publication in an Association newsletter with community-wide circulation, posting on a Community cable television channel, or posting on a Community Internet or intranet page. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) Notice of any meeting at which general Special Assessments are to be established shall state that fact and the nature of the general Special Assessment. However, in the case of a specific Special Assessment against a specific Lot, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing at any meeting at which a specific Special Assessment is to be established on the Owner's Lot.

3.11. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

3.12. Quorum of Board. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these By-Laws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Conduct of Meetings. The President shall preside over all Board meetings; provided, in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall cause to be kept a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. Owners may tape record or videotape Board meetings subject to reasonable rules the Board imposes.

Any Class "A" Director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or occupies a Lot for which assessments are so delinquent) in the payment of any assessment or other charge due the Association may be removed by a majority vote of the Board, excluding the director at issue. If the director is removed, the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Section shall not apply to directors the Class "B" Member appoints nor to any director serving as Declarant's representative. The Class "B" Member or Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member or Declarant.

**B. Meetings.**

3.7. Organizational Meetings. The Board shall hold an organizational meeting within 10 days following each annual membership meeting at such time and place as the Board shall fix.

3.8. Regular Meetings. The Board may hold regular meetings at such time and place as the Board shall determine, but the Board shall hold at least four such meetings during each fiscal year with at least one per quarter.

3.9. Special Meetings. The Board shall hold special meetings when called by written notice signed by the President, Vice President, or any two directors.

3.10. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone (either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director); (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission; or (v) any other manner permitted by law. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.



(b) Within 60 days after the time that Class "A" Members own 50% of the Lots anticipated for Jumper Creek Manor under the Master Plan, or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The President shall call for an election by which the Class "A" Members shall be entitled to elect two of the five directors. The remaining three directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within 30 days after termination of the Class "B" Control Period, the President shall call for an election by which the Class "A" Members shall be entitled to elect three of the five directors. The remaining two directors may be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting is scheduled to occur within 30 days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

(d) Not later than the first annual meeting after the termination of the Class "B" Control Period, an election shall be held at which the Class "A" Members shall elect four of the five directors, with the two directors receiving the largest number of votes being elected for a term of two years and the remaining two directors being elected for a term of one year.

Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one director. Upon termination of the Class "B" membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which the Class "A" Members shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two years.

Thereafter, each director shall be elected to serve a two-year term. Notwithstanding the stated length of any term, directors shall hold office until their respective successors have been elected. Directors may not serve more than two consecutive two-year terms.

The directors which are not appointed by the Class "B" Member are referred to collectively as "Class "A" Directors."

3.6. Removal of Directors and Vacancies. Any Class "A" Director may be removed, with or without cause, by the vote of Class "A" Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of such director's term. Class "A" Directors may not be removed by the Class "B" Member.

3.2. Number of Directors. The Board shall consist of the number of directors provided for in Section 3.5.

3.3. Directors During Class "B" Control Period. The Class "B" Member shall have complete discretion in appointing its directors under Section 3.5. Class "B" Member-appointed directors shall serve at the pleasure of the Class "B" Member.

3.4. Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. The Nominating Committee, if any, shall consist of at least three Persons, including a chairman, who shall be a Member, and two or more Members or representatives of Members. The Nominating Committee may make as many nominations for election to the Board as it deems appropriate. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. The Board also shall permit nominations from the floor at any election meeting.

The Board shall give each candidate a reasonable, equal opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) Election Procedures. A Member may cast the votes assigned to the Lots which he or she owns for each position to be filled from the slate of candidates on which he or she is entitled to vote. Cumulative voting is not allowed. That number of candidates which equals the number of positions to be filled and receiving the greatest number of votes shall be elected.

3.5. Election and Term of Office. Except as these By-Laws may otherwise specifically provide, election of directors shall take place at the Association's annual meeting. Notwithstanding any other provision of these By-Laws:

(a) Within 13 months after the time that Class "A" Members own 25% of the Lots anticipated for Jumper Creek Manor under the Master Plan, or whenever the Class "B" Member earlier determines, the President shall call for an election by which the Class "A" Members shall be entitled to elect one of the three directors. The remaining two directors shall be appointees of the Class "B" Member. The director elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (b), whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b), a successor shall be elected for a like term.

**EXHIBIT E**

**ARTICLES OF INCORPORATION**

**OF**

**JUMPER CREEK HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under Florida Statutes Chapter 617, do hereby make and adopt the following Articles of Incorporation.

**ARTICLE I**  
**NAME**

The name of the corporation is **JUMPER CREEK HOMEOWNERS' ASSOCIATION, INC.**, ("Association") and its principal place of business is 197 Montgomery Road, Suite 120, Altamonte Springs, Florida 32714 with a mailing address of 197 Montgomery Road, Suite 120, Altamonte Springs, Florida 32714.

**ARTICLE II**  
**NOT FOR PROFIT**

The Association is a nonprofit corporation under the laws of the State of Florida. The Association is not formed for pecuniary profit. No part of the income or assets of the Association is distributable to or for the benefit of its Members, Trustees or Officer, except to the extent permissible under law.

**ARTICLE III**  
**DEFINITIONS**

All capitalized terms used herein which are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions of Jumper Creek Manor, recorded or to be recorded in the Official Records of Sumter County, Florida, as amended from time to time ("Declaration").

**ARTICLE IV**  
**COMMENCEMENT OF CORPORATE EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Department of State. The Association shall exist in perpetuity unless terminated in accordance with Florida law and as provided for in the Governing Documents. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., or any subsequent provision, and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

**ARTICLE V**  
**PURPOSES**

The Association is organized, and shall be operated exclusively for the following purposes:

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

07/12/2006 #2006-23457  
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IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

SUMNER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT


Signed, sealed and delivered  
In the presence of:

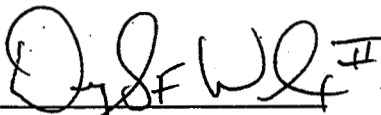
Jumper Creek Joint Venture

By: Horizon Homes of  
Central Florida, Inc.,  
a Florida Corporation,  
as Joint Venture Manager



Signature  
Printed Name Richard C. Brown

By:   
Gregg A. Wasserman  
President



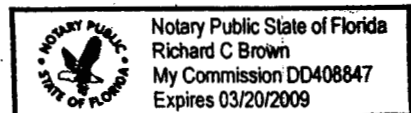
Signature  
Printed Name Douglas F. Wilcox II

State of Florida  
County of Seminole

I HEREBY CERTIFY that on this 27 day of April, 2006, before me, an officer duly authorized in the State and County aforesaid to make acknowledgments, personally appeared Gregg A. Wasserman, as President of Horizon Homes of Central Florida, Inc., on behalf of Jumper Creek Joint Venture, ✓ who is personally known to me or     who produced a Florida Drivers License as identification, and who did     did not ✓ take an oath.



Notary Public  
Print Name: Richard C. Brown  
My Commission Expires: March 20, 2009  
Seal:



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A. to exercise all rights and powers and conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value; and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

B. to do such other things as are incidental to the purposes of the Association or necessary or desirable in order to accomplish them.

C. to be and constitute the Association to which reference is made in the Declaration to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Governing Documents and as provided by law.

D. to provide an entity for the furtherance of the interests of the owners of real property subject to the Declaration.

**ARTICLE VI**  
**POWERS**

In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or By-Laws of the Association, may be exercised by the Board of Directors:

A. all of the powers conferred upon nonprofit corporations by common law and Florida statutes in effect from time to time;

B. all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, and the Declaration, including, without limitation, the following:

(i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Declaration by any lawful means; to pay all expenses in connection therewith and all administrative and other expenses incident to the conduct of the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(ii) to operate, maintain, and manage the Surface Water and Storm Water Management System in compliance with all District permit requirements and applicable District rules, and to assist in the enforcement of the Declaration as relates to the Surface Water and Storm Water Management System.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water and Storm Water Management System.

(iii) to manage, control, operate, maintain, repair, and improve the common areas and facilities, and any property subsequently acquired by the Association, or any property owned by another for which the Association, by rule, regulation, declaration, or contract, has a right or duty to provide such services;

(iv) to make rules and regulations and to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or By-Laws;

(v) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Declaration;

(vi) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vii) to borrow money for any purpose subject to such limitations as may be contained in the Declaration and By-Laws;

(viii) to enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other corporation, or other entity or agency, public or private;

(ix) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(x) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(xi) to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

#### ARTICLE VII LIMITATION

No part of the net earnings of the Association shall inure to the benefit of or be distributable to its Members, Trustees or Officers, but the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

#### ARTICLE VIII MEMBERS

The Association shall be a membership corporation without certificates or shares of stock. There shall be two classes of membership as more fully set forth in the Declaration. The Owner of each Lot, as those terms are defined in the Declaration and By-Laws, shall be a member of the Association and shall be entitled to vote as provided in the Declaration and the By-Laws.

Change of membership in the Association shall be established by recording in the Official Records of Sumter County, Florida, a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the Owner designated by such instrument shall become a member of the Association and the membership of the prior Owner shall terminate.

**ARTICLE IX**  
**INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial Registered Office of the Association is 197 Montgomery Road, Suite 120, Altamonte Springs, Florida 32714, and the name of its initial Registered Agent at that address is Gregg A. Wasserman.

**ARTICLE X**  
**DIRECTORS**

The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors. The Board may delegate its operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

The initial Board shall consist of three members, as provided in the By-Laws. The method of election and removal of directors, filling of vacancies, and the term of office of directors shall be as set forth in the By-Laws.

To the fullest extent that the Florida Not For Profit Corporation Act, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

**ARTICLE XI**  
**INCORPORATORS**

The name and address of each Incorporator is as follows:

Name	Address
Jumper Creek Joint Venture	197 Montgomery Road, Suite 120 Altamonte Springs, Florida 32714

**ARTICLE XII**  
**BYLAWS**

The By-Laws shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws.

**ARTICLE XIII**  
**AMENDMENT**

Until termination of the Class "B" membership, Declarant may unilaterally amend these Articles for any purpose. Thereafter, amendments to these Articles of Incorporation may be proposed and adopted upon a

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

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resolution duly adopted by the Board and the affirmative vote of Members representing a majority of the Class "A" votes in the Association, and the consent of Declarant, during the Development and Sale Period. No amendment may be in conflict with the Declaration, and no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation on this 10 day of JANUARY, 2006.

**JUMPER CREEK JOINT VENTURE**

By: Horizon Homes of Central Florida, Inc.  
a Florida corporation, as Joint Venture Manager

By: [Signature]  
Print: Gregg A. Wasserman  
Title: President

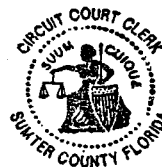
**ACCEPTANCE BY REGISTERED AGENT**

The undersigned hereby accepts the appointment as Registered Agent of Jumper Creek Homeowners' Association, Inc., which contained the foregoing Articles of Incorporation.

Dated this 10 day of JANUARY, 2006.

[Signature]  
Gregg A. Wasserman

07/12/2006 #2006-23457  
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STATE OF FLORIDA, COUNTY OF SUMTER  
I HEREBY CERTIFY that the above and  
foregoing is a true copy of the original  
GLORIA R. HAYWARD, Clerk of Circuit Court  
By: [Signature]  
Deputy Clerk  
Date: 7/12/06