

This Instrument Prepared By:
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**** This document is being re-recorded to correct, amend, restate and supersede in its entirety the document previously recorded in O.R. Book 4733, at Pages 667-700 ****

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BUCKS RUN RESERVE

THIS DECLARATION, is made this 3rd day of October, 2011, by BRLP Lots, LLC, a Florida limited liability company, hereinafter referred to as "Declarant" or "Developer."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Collier County, Florida, which is more particularly described in Exhibit "A" attached hereto, and desires to create a residential community known as Bucks Run Reserve.

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of Bucks Run Reserve and, to this end, desires to subject the real property described in Exhibit "A" to the terms, conditions, rights and obligations of this Declaration of Covenants, Conditions and Restrictions for Bucks Run Reserve herein called the "Declaration," and has created a non-profit membership corporation, Bucks Run Reserve Homeowners' Association, Inc., herein called the "Association," to be given the power and duty of maintaining and administering the Common Areas and enforcing this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the properties in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such Owner thereof.

ARTICLE I

DEFINITIONS

"Annual Assessments" shall mean and refer to assessments levied on all Lots subject to assessment under Article IV to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Paragraph 4.3.

1.2 "Articles" shall mean and refer to the Articles of Incorporation of the Association, attached hereto as Exhibit "B", as amended from time to time.

1.3 "Assessments" shall mean and refer to the Initial Capital Assessment, Annual Assessments, Special Assessments, and/or Specific Assessments.

1.4 "Association" shall mean and refer to the Bucks Run Reserve Homeowners' Association, Inc., its successors and assigns.

1.5 "Association Property" shall mean and refer to all supplies, furniture, equipment and any other personal property owned by the Association for the purpose of carrying out the duties of the Association, the Board, the officers, or other agents acting on behalf of the Board or Association.

1.6 "Board of Directors" or "Board" shall mean and refer to the representative body that is responsible for the administration of the Association.

1.7 "Builder" shall mean and refer to any builder, contractor or other party who from time to time purchases a Lot from Declarant to construct a Dwelling thereon for sale of the Unit to an Owner.

1.8 "By-Laws" shall mean and refer to By-Laws of the Association attached hereto as Exhibit "C", as amended from time to time.

1.9 "Common Areas" shall mean all real property and improvements thereto to be owned or leased by the Association for the common use and enjoyment of the Owners, their Guests, agents, assigns, employees and invitees, as well as all real property which is dedicated to the Association or its members by recorded plat. The Common Areas shall specifically include all Conservation Areas, Wetlands and all surface water management systems that serve the Property and all buffer areas as shown on the plat for Bucks Run Reserve.

1.10 "Conservation Area" shall mean and refer to those portions of the Properties as so depicted in Exhibit "A."

1.11 "Declarant" or "Developer" shall mean and refer to BRLP Lots, LLC, its successors and assigns. It shall not include any person or entity who purchases a Lot or Unit, unless such purchaser is specifically assigned some or all rights of Declarant by a separate, recorded instrument.

1.12 "District" shall mean and refer to the South Florida Water Management District or its successors.

1.13 "Dwelling" shall mean and refer to a single-family or multi-family residence and ancillary structures such as garages, decks, swimming pools, screen enclosures and outbuildings.

1.14 "Guest" means any person who temporarily occupies a Lot or Unit at the invitation of the Owner without the payment of consideration or rent.

1.15 "Institutional Mortgagee" shall mean and refer to the holder of a first mortgage against a Lot or Unit, which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.16 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Lot or Unit for valuable consideration.

1.17 "Lot" shall mean a platted residential Lot upon which an attached or detached dwelling unit may be built, as shown on the Plat of Bucks Run Reserve to be recorded in the Public Records of Collier County, Florida.

1.18 "Member" shall mean and refer to all Lot or Unit Owners.

1.19 "Occupant," when used in connection with a Lot or Unit, means any person who is physically present in a Lot or Unit for two (2) or more consecutive days, including staying overnight.

1.20 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon the Properties, but shall not mean or refer to any mortgages, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.21 "Primary Occupant" shall mean the natural person approved for occupancy when title to a Lot or Unit is held in the name of a trustee, a corporation, or other entity which is not a natural person.

1.22 "Properties" or "Property" shall mean and refer to that certain real property described in Exhibit "A," known as Bucks Run Reserve, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

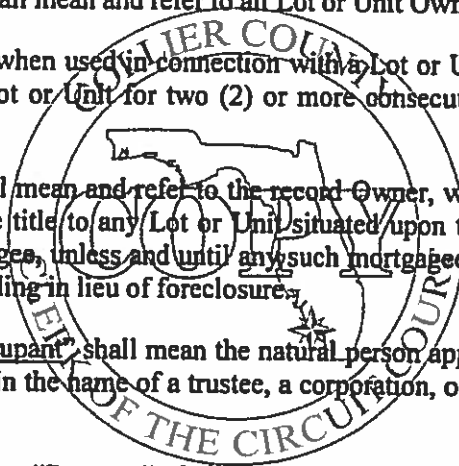
1.23 "Single Family" shall mean a family unit comprised of the Owner, spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting with the Owner as, or together with, the Owner as a Primary Occupant.

1.24 "Special Assessments" shall mean and refer to assessments levied in accordance with Paragraph 4.5.

1.25 "Specific Assessments" shall mean and refer to assessments levied in accordance with Paragraph 4.6.

1.26 "Unit" shall collectively refer to a Lot as well as the attached or detached residential dwelling thereon.

1.27 "Wetlands" shall mean and refer to those portions of the Properties as so depicted and described in Exhibit "A."



ARTICLE II

PROPERTY RIGHTS

2.1 **Common Areas.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas, together with a nonexclusive easement of ingress and egress over the roadways in the Properties, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot or Unit subject to the following provisions:

A. The right of the Association to charge all Owners reasonable Assessments for the maintenance and repair of the Lot(s), Common Areas and/or Association Property.

B. The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the Members.

C. The right of the Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas.

D. Ownership of each Lot shall entitle the Owner thereof to an easement over any portion of their driveway located beyond their Lot line.

E. Utility and irrigation easements are hereby reserved throughout the Properties as may be required to adequately serve the Properties.

F. Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on, and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the Common Areas; and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

G. There shall be an easement for encroachment in favor of the Declarant, Owners and the Association where any portion of the Common Areas encroaches upon any portion of the Properties or any Lot therein.

2.2 **Family and Guests.** Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his Guests, tenants, invitees or contract purchasers who reside on the Property.

2.3 **Conveyance of Common Areas.** The Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until the time the Declarant no longer owns any Lot or Unit in the Properties. Declarant may convey title, and the Association shall accept title, at any time prior to the Declarant's conveyance of the last Lot and Unit owned by the Declarant, at Declarant's sole option.

2.4 Judicial Partition. There shall be no judicial partition of the Common Areas, nor shall Declarant, or any Owner or any other person acquiring any interest in the Properties, or any part thereof, seek judicial partition thereof.

2.5 Drainage and Utility Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for installation and maintenance of utilities and any drainage facilities, which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

2.6 Surface Water Management System. The surface water management system provides for on-site storm water retention within the Properties. This water management system is designed to hold water during the rainy season, and standing water may result in the Common Areas and Lots. The Association shall be responsible for the operation, repair and maintenance of the surface water management system. The Association's registered agent shall maintain copies of all permitting actions for the benefit of the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

3.1 Qualification. Every person or entity who is a record fee simple Owner of a Lot or Unit, including Declarant, at all times as long as it owns all or any part of the Property, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the Primary Occupant, and such natural person shall exercise the membership rights. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Unit which is subject to Assessment. When any Lot or Unit is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members.

3.2 Voting. The Members of the Association shall be entitled to one (1) vote for each Lot or Unit owned by them. The total votes shall not exceed the total number of Lots and Units. The vote of a Lot or Unit shall not be divisible. If a Lot or Unit is owned by one natural person, his right to vote shall be established by the record title to the Lot or Unit. If a Lot or Unit is owned jointly by two or more natural persons, that vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot or Unit are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If an Owner is not a natural person, the vote of that Lot or Unit shall be cast by the Primary Occupant designated as set forth above.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1 Assessments. Subject to the provisions of Sections 4.15 and 4.16 herein, the Declarant for each Lot or Unit owned by it within the Properties, hereby covenants and agrees, and each Owner of any Lot or Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association annual, special and initial capital Assessments to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Unit against which such Assessment is made, and shall also be the personal obligation of the Owner.

4.2 Initial Capital Assessment. An initial capital Assessment equal to up to one year's amount of Annual Assessments (then in effect at the time of each particular closing) per Lot or Unit may be levied against all Owners, including initial Owners (other than the Developer), and all successor Owners, and shall be collected at closing. Notwithstanding the foregoing, Developer may, at its election in its sole and absolute discretion, exempt any Builder from the payment of an initial capital Assessment upon the purchase of any Lot or Unit.

4.3 Annual Assessments. The Annual Assessments levied by the Association shall be collected by the Board and shall be used for the purpose of promoting the health, safety and welfare of the residents in the Properties, which may include, but shall not be limited to, the following:

A. Improvements, maintenance and repair of the Common Areas, including, but not limited to, the cost of maintaining:

1. All streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;

2. All landscaped areas including lawns, shrubs, trees and other plantings located on Common Areas;

3. All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;

4. All sewer utility facilities, including pipes, lines, grinder stations and lift stations in the Common Areas;

5. Walls, fences, signs, street lights and fountains located on the Common Areas;

6. Maintenance and repair of all storm drains, drainage courses, drainage easements and utility easements;

7. Maintenance, repair and operation of irrigation system(s) as described in Section 4.4 below;
 8. Painting of fences and entry gate(s) that are part of or appurtenant to improvements constructed on the Common Areas;
 9. Maintenance and repair of automatic entry system and gate(s) into the Properties, electrical lighting, and other necessary utility services for the Common Areas;
- B. Operation, repair and maintenance of the surface water management system;
 - C. Hiring professional advisors, management companies and payment of management fees and charges;
 - D. Maintaining ~~casualty insurance~~ covering the full insurable replacement value of the Common Areas with extended coverage;
 - E. Maintaining ~~liability insurance~~ insuring the Association against any and all liability to the public, to any Owner, or to the Guests, invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually, and increased or decreased in the discretion of the Association;
 - F. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes and any other insurance deemed necessary by the Board;
 - G. Acquiring equipment for the Common Areas as may be determined by the Board, including, without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;
 - H. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas for the benefit of the Owners, or for the enforcement of these restrictions;
 - I. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;
 - J. Payment of real property taxes, personal property taxes and other assessments levied against the Common Areas.
 - K. Uniform maintenance of the Lots and driveways on such Lots, as determined by the Board of Directors pursuant to Article V, Section 5.1, below;

L. Maintenance and monitoring (and associated reporting) of Conservation Areas, pursuant to Article VIII below;

M. Wetland mitigation, maintenance, monitoring and reporting, pursuant to Article VIII below; and

N. Any applicable PUD or other development monitoring and reporting.

4.4 Irrigation, Lawn and Landscaping. It is the intention of the Declarant to install a central irrigation water supply system within Bucks Run Reserve to serve all of the Properties. Each Lot shall be provided with a connection to the central irrigation water supply system, and upon development of any Lot, an underground irrigation system which is designed to irrigate the entire landscaping portion of any Lot shall be installed by the applicable Owner (or Builder). Each Owner (or Builder) when purchasing a Lot or Unit shall be charged a one-time fee of \$1,500.00, to be collected and paid to Declarant upon the Lot or Unit closing, to tap into the central irrigation water supply system. Declarant reserves the right, at its election, to forego collection of the irrigation connection fee upon the conveyance of any Lot, and demand payment upon a subsequent conveyance of the Lot or completed Unit. All Owners are thus advised to confirm that payment of the fee has been made to Declarant before purchasing any Lot or Unit. This fee, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Unit against which such fee is due, and shall also be the personal obligation of the Owner (or Builder). The maintenance, repair and operation of the central irrigation water supply system shall be included in the Annual Assessments. Declarant may, at its option, require Owners to regularly maintain, repair and operate the irrigation systems and/or lawn and landscaping within their Lots at the Owners' expense, rather than include the same in the Annual Assessments as an Association responsibility.

4.5 Special Assessments. In addition to the Annual Assessments, the Association may levy a special Assessment applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board. A special Assessment shall become due and payable according to reasonable terms and conditions as set forth at the discretion of the Board. Special Assessments need not be levied at a uniform rate, but may be allocated to specific Lots or Units which are specially benefited by the Special Assessment.

4.6 Specific Assessments. In addition to other Assessments, the Association shall have the power to levy Specific Assessments against a particular Lot in accordance with the following provisions;

A. to cover the costs, including the overhead and administrative costs of providing services to one or more Lots upon request by the Owner(s) thereof pursuant to any special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service;

B. to cover costs incurred in bringing the Lot into compliance with this Declaration or any supplemental declaration or neighborhood declaration, as the same may be amended from time to time, 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; and

4.7 Determination of Assessments. The Board shall fix the date of commencement, and the amount of the Assessments against each Lot and Unit for each Assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Owners and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. No later than fourteen (14) days after fixing the date of commencement and amount of Assessments, the Association shall notify Owners by sending written notice of such commencement date and amount to said Owners at the address as shown on the current roster of members, which notice shall be conclusive as to delivery to Owners. The Association shall, on demand and for a reasonable charge, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.8 Apportionment of Assessments. In determining the Annual Assessments, the Board shall take into consideration the actual costs of maintaining specific portions of the Properties and may assess different Lots or Units in different portions of the Properties at different rates, and in addition, the Board may assess vacant Lots at different rates than improved Lots, all at the Board's discretion. It is the intent of the Developer to incorporate various residential building types, on various-sized lots, into the Bucks Run Reserve community. Accordingly, the maintenance responsibilities of the Association may vary between these various residential building types. At its discretion, the Board may decide to assess the Lots or Units within a sub-neighborhood area at a different rate than other sub-neighborhoods. In such event, the Board will prepare different budgets for different residential building types or sub-neighborhoods.

4.9 Payment of Annual Assessments. The Annual Assessments, for which provision is herein made shall be paid quarterly, semi-annually or annually, in advance, as determined by the Board each year. The first Annual Assessment shall be adjusted according to the number of months remaining in the fiscal year.

4.10 Delinquent Assessments. Any Assessment is delinquent if not paid within thirty (30) days from its due date as determined by the Board. The following shall be added to all delinquent Assessments:

- A. Interest at the highest rate allowed by law;
- B. Costs of collection; and
- C. Reasonable attorneys' fees.

4.11 Assessment Lien. If an Assessment becomes delinquent, the Association may, at any time thereafter, record a lien against the applicable Lot or Unit in the Public Records of

Collier County, Florida. Such lien shall be prior to and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances.

4.12 Action to Collect. The Association may take one or both of the following actions in order to collect a delinquent Assessment:

- A. If a lien has been recorded, bring an action to foreclose such lien in a like manner as a foreclosure of a mortgage on real property; and/or
- B. Bring a suit against the Owner on the personal obligation.

4.13 Subordination of Assessment Lien. The lien of the Assessment for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to an Institutional Mortgagee unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot or Unit pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure and shall relieve any Lot or Unit neither from liability for any Assessments thereafter becoming due, nor from the lien of any subsequent Assessment.

4.14 Unconditional Obligation of Owner. Suspension of a Member by the Board shall not relieve a Member from the obligation to pay any Assessment as it becomes due. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas.

4.15 Exempt Property. The following property, subject to this Declaration shall be exempted from the Assessments charges and liens created herein.

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by Collier County and devoted to public use;
- B. All Common Areas as defined in Article I, Section 1.9; and
- C. At Declarant's election, in its sole and absolute discretion, any property purchased by a Builder, until sold to a successor Owner.

4.16 Payment of Deficiency by Declarant. Notwithstanding any provisions of this Declaration or the Association's Articles or By-Laws to the contrary, the Declarant shall be excused from payment of its share of the Annual Assessments as to the Lots and Units owned by the Declarant during the "Guaranty Period," which is a period commencing upon the recording of this Declaration until the Declarant turns over the control of the Association to Members other than the Developer. During the period of time when the Declarant is excused from paying its share of any Assessments, the Declarant shall be obligated to pay the difference between the Association's expenses of operation and the sums collected for Annual Assessments from Owners other than the Declarant and other income of the Association.

4.17 Cost Sharing Agreement. All of the Property is subject to the terms of that certain Maintenance and Cost Sharing Agreement recorded in Official Records Book 4713, at Page

2037, of the Public Records of Collier County, Florida. Unless such Agreement is entered into directly by the Association, the Association shall accept any assignment of such Agreement and assume all responsibilities of Declarant thereunder. Whether or not originally entered into by or subsequently assigned to the Association, any and all costs and expenses of Declarant or the Association under such Agreement shall be included in the Assessments.

ARTICLE V

MAINTENANCE OF LOTS

5.1 Duties of Association. Subject to the terms of Section 4.4 above, the Association may be responsible for the regular maintenance of the lawn and landscaping on all Lots located on the Property.

5.2 Duties of Lot Owners. Lot Owners shall be responsible for the cleaning, and maintenance and repair of the interior and exterior of their residence or other improvements on their Lot. Such responsibilities of the Lot Owners shall include, but not be limited to, the following:

- A. Maintenance, repair or replacement of the driveway from their residence to the roadway providing access to such residence;
- B. Maintenance, repair or replacement of the roof of their residence;
- C. Repair or replacement of damaged or destroyed portions of their residence or other improvements on their Lot, including, but not limited to, broken glass or torn screens;
- D. Maintenance, repair or replacement of all interior and exterior painting. All exterior painting must be in compliance with and approved by the Architectural Review Board.
- E. Any maintenance responsibility that is not the responsibility of the Association as set forth in Section 5.1 above.

5.3 Association Intervention. In addition to maintenance of the Common Areas, the Association may provide upon any Lot or Unit requiring same, when necessary in the opinion of the Board of Directors, to preserve the beauty, quality and value of the neighborhood, any maintenance, repair or replacement that is otherwise the responsibility of the Owner as described herein, if the Owner fails to replace, restore, repair or perform the required maintenance after ten (10) days written notice to the Owner of the need of such replacement, restoration, repair or maintenance.

The cost of such maintenance shall be assessed against the Lot or Unit upon which such maintenance is performed, or at the option of the Board of Directors, against the Lots or Units benefiting from the maintenance. The Assessment shall be apportioned among the Lots or Units

involved in the manner determined to be appropriate by the Board. Any such maintenance Assessments shall not be considered a part of the annual or special Assessment. Any such maintenance Assessment shall be a lien on the Lots or Units affected and the personal obligation of the Owners, and shall become due and payable in all respects, together with interest, reasonable attorneys' fees, and cost of collection, in the same manner and under the same conditions as provided for the other Assessments of the Association.

5.4 Reconstruction. In the event that any of the improvements located in the Property are destroyed or damaged as a result of any cause, including, but not limited to, aging, fire, windstorm, flood or tornado, the Owner shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date of insurance settlement, and to complete the repair or replacement within one (1) year thereafter. All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article VI below.

5.5 Failure of Owner to Repair. In the event that any Owner fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements.

5.6 Assignment of Insurance Proceeds. In the event the Association exercises the rights afforded to it in Section 5.4, the Owner of the subject Lot or Unit shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements.

For this purpose, the Owners agree to provide for the Association to be named as an additional insured under any hazard and flood insurance policies relating to their Lot or Unit and any improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the residence by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become null and void, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and cost of collection, as provided for in connection with and under the same terms and conditions as the other Assessments of the Association.

ARTICLE VI

ARCHITECTURAL CONTROL AND RECONSTRUCTION

6.1 Approval of Architecture. No improvement, addition or deletion of structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, awning, landscaping, irrigation system or other improvement shall be commenced, erected, placed or maintained upon any part of the Properties, including any Lot, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Declarant. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

6.2 Architectural Review Board. At such time as the Declarant no longer owns a Lot or Unit within the Properties, the architectural review and control functions of the Declarant shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) members who need not be members of the Association. Members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The Board shall in good faith attempt to appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

6.3 ARB Vacancies. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.

6.4 Powers and Duties. The ARB shall have the following power and duties:

A. To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendment of any architectural planning criteria promulgated by the Board. Any architectural planning criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the architectural planning criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any adoption of or modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification;

B. To require submission to the ARB of two complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape or irrigation device, object or other improvement, the construction, erection, performance or placement of which is proposed

in the Properties. The ARB may require such additional information as may reasonably be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria;

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape or irrigation device, object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed in the Properties, and which is visible from the outside of any Lot. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by any officer of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive; and

D. To adopt a schedule of reasonable fees for processing requests for the ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association in cash, at the time that plans and specifications are submitted to the ARB.

6.5 Construction of a Residence. The construction of a residence on a Lot, by anyone other than the Developer, or an entity pre-approved by the Developer to construct a residence shall be subject to the following terms and conditions:

A. Plan Approval. Before commencing construction, the plans and specifications of any residence to be constructed on any Lot must first be approved by the Developer or ARB pursuant to Sections 6.1-6.4 above. Plans for landscaping and irrigation must be submitted and approved in the same manner.

B. Commencement of Construction. Construction of a residence must be commenced on or before twelve (12) months after execution of a Purchase Contract for a Lot. If construction is not commenced within such period, Developer shall have the right, but not the obligation, to repurchase the Lot at the purchase price paid by the Owner of the Lot.

C. Completion Deadline. The Certificate of Occupancy shall be obtained from Collier County within twelve (12) months after the construction of a residence shall have commenced, except were such completion is impossible or would result in a great hardship to the Owner or builder due to strikes, fires, national emergencies or natural disasters.

D. Exemption for Builders. Declarant may by written instrument, at its election in its sole and absolute discretion, modify for any Builder (or otherwise exempt any Builder from) the terms and conditions of subsections 6.5B and 6.5C above.

6.6 Construction Activity. During the course of construction of a residence or any improvements on a Lot, Lot Owners shall limit the construction traffic to the routes designated

by the Declarant or ARB. Parking and storage of construction equipment and vehicles and the equipment and vehicles of construction personnel shall be in areas approved by the Declarant or ARB. Owners shall maintain the construction activities on their Lots in a reasonably attractive state, particularly on weekends and holidays when active construction work is not ongoing. Owners shall provide screening and/or fencing acceptable to the Declarant or ARB if the Declarant or ARB so requires.

ARTICLE VII

USE RESTRICTIONS

The use of the Lots and Units shall be in accordance with the following provisions:

7.1 **Single Family.** The Property may be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof.

7.2 **Unauthorized Structures.** No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Areas without the written consent of the Declarant or of the Association. No swing sets, basketball backboards, sandboxes or other such equipment shall be erected or permitted to remain on any Lot or the Common Areas without the written consent of the Declarant, or of the Association.

7.3 **Communication Equipment.** No aerial antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property, without the prior written consent of the Board of Directors.

7.4 **Recreational Vehicles.** No boats, commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, non-commercial trucks or vans, as determined by the Board, shall be placed, parked or stored upon any Lot (except in the garage) or in the Common Areas for a period of more than eight (8) hours, unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the Properties, except within a building where totally isolated from public view. All garage doors must remain closed, except upon entering or exiting the garage.

7.5 **Laundry.** No portion of any Lot or the Common Areas which is visible from adjoining property shall be used as a drying or hanging area for laundry of any kind.

7.6 **Sprinkler Systems.** All areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the waterline of any abutting lakes or water management areas. No stones, gravel or paving of any types shall be used as a lawn.

7.7 Disputes. Nothing shall be done or maintained on any Lot, Unit or the Common Areas which may be or become unsightly or a nuisance to Bucks Run Reserve. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.8 Signs. No sign of any kind shall be displayed to public view on any Lot, Unit or Common Area, except a sign identifying Bucks Run Reserve, street or traffic control signs, or except as placed by the Declarant or approved by the Board. After Declarant no longer owns any portion of the Properties, Owners may maintain one "For Sale" sign which meets the ARB guidelines.

7.9 Maintenance of Lawns and Structures. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems shall be installed and maintained in a neat, orderly and live condition.

7.10 Garages. No automobile garage shall be permanently enclosed or converted to other use without the written permission of the Board.

7.11 Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Lot. Waste shall be kept in sanitary containers which shall be kept in a neat condition and screened from view of neighboring Lots. Sanitary containers may not be placed outside the driveway area of any Lot, except for a reasonable period for refuse pickup to be accomplished.

7.12 Gas Tanks. All gas tanks must be stored below ground, including but not limited to gas tanks for swimming pool heaters and gas tanks for hot tubs.

7.13 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property. The Owner of each Lot may keep pets of a normal, domesticated, household-type such as a cat or dog on the Lot. The pets must be leashed at all times while on any of the Common Areas outside the Lot. No pets are permitted in the recreation areas, if any. Each pet Owner shall be responsible for the removal and disposal of their pet's body waste. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents in the Property. No reptiles, amphibians or livestock may be kept in or on the Property.

7.14 Retention and Drainage Areas. No Lot shall be increased in size by filling in any water retention or drainage area on which it abuts. Lot Owners shall not fill, dike, rip rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement.

7.15 Developer's Right to Intervene. In order to insure the health, safety and general welfare of all members of the Association, the Developer, for itself and for the Association, reserves the right to enter upon any Lot or Unit for the purpose of mowing, clearing or cutting

underbrush, removing trash which has accumulated, or maintaining the improvements. However, this provision shall not create an obligation on the part of the Developer and the Association to provide such service.

7.16 Utility Lines. All utility lines and lead-in wires, including, but not limited to, electrical lines, cable television lines, telephone lines, water and sewerage located within the confines of any Lot shall be located underground.

7.17 Fences. No fence of any kind shall be erected or permitted to remain on any Lot or the Common Areas without the written consent of the Declarant, or of the Association after the Declarant has conveyed the last Lot or Unit which Declarant owns in the Property.

7.18 Developer's Rights. The sale, rental or other disposition of Lots or Units in the Property is essential to the establishment and welfare of the Properties as an ongoing residential community. In order that the development of the Properties be completed and the Property established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer's transferees or employees, agents and assigns, Contractor or subcontractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the Properties as a residential community, including, but not limited to, constructing, maintaining and operating a construction office and a sales facility or model homes, together with appropriate signage. As used in this section, the words "its transferees" specifically exclude purchasers of Lots and Units.

7.19 Hurricane Shutters. In the event the National Hurricane Center issues a hurricane watch or a hurricane warning for Collier County, an Owner may install protective shutters on a Unit. Such protective shutters must be removed within 10 days after the threat of a hurricane has ceased. Notwithstanding the foregoing, if the protective shutters are clear and have been approved by the ARB, the protective shutters may remain on the Unit during the period from June 1 to November 30 of any given year.

ARTICLE VIII

CONSERVATION AREAS AND WETLANDS

8.1 Dedication. The Conservation Areas are hereby dedicated as part of the Common Areas. The Conservation Areas shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state. All Owners are hereby notified that their Lots may be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements.

8.2 Maintenance and Monitoring. The Association is responsible for the maintenance and monitoring (and associated reporting) of all Conservation Areas in accordance with District permit #11-02364-P.

8.3 Use Restrictions. The Association shall enforce the use restrictions for the Conservation Areas, and the Association shall take action against Lot Owners, as necessary, to

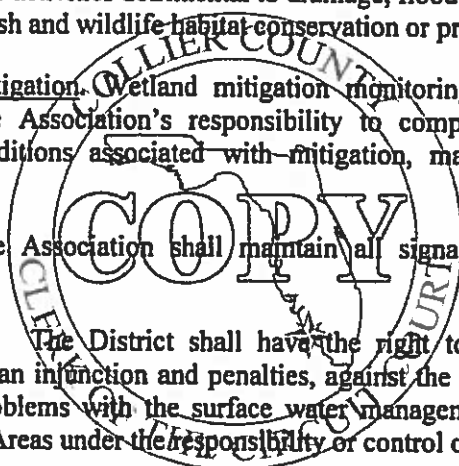
enforce the provisions of the conservation easements and the District permit. Activities prohibited within the Conservation Areas shall include, but not be limited to:

- A. Construction or placing of buildings on or above the ground;
- B. Dumping or placing soil or other substances, such as trash;
- C. Removal or destruction of trees, shrubs or other vegetation, with the exception of exotic or nuisance vegetation removal;
- D. Excavation, dredging or removal of soil material;
- E. Diking or fencing;
- F. Any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

8.4 Wetland Mitigation. Wetland mitigation monitoring will be required on the Properties. It shall be the Association's responsibility to complete the task successfully, including meeting all conditions associated with mitigation, maintenance, monitoring and reporting.

8.5 Signage. The Association shall maintain all signage required to protect the Conservation Areas.

8.6 Enforcement. The District shall have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or Conservation Areas under the responsibility or control of the Association.



ARTICLE IX

EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

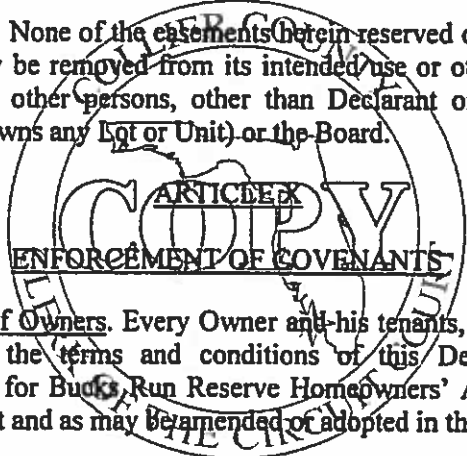
9.1 Access and Repair. The Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association, and the Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Lot or Unit located in the Properties in order to gain access to the Common Areas or any other Lot or Unit, in order for the Association to discharge its duties to construct, maintain and repair the Common Areas and for the purpose of maintaining the Properties by the Association in a manner consistent with the Association's maintenance obligations or rights provided herein, together with an easement for the maintenance of sprinkler systems owned by the Association.

9.2 Utilities. Each Lot and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone), and roadways and driveways, and the utilities and applicable governmental agencies having jurisdiction thereover

and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of such easements. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

9.3 Additional Easements. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns any Lot or Unit) and for the Board, without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant, its designee, or the said Board shall deem necessary or desirable for the proper development, operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Properties, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted purposes.

9.4 Termination. None of the easements herein reserved or subsequently reserved by Declarant or the Board may be removed from its intended use or otherwise terminated by any subsequent Owners or any other persons, other than Declarant or its designee (so long as Declarant or said designee owns any Lot or Unit) or the Board.



10.1 Obligations of Owners. Every Owner and his tenants, guests, invitees and agents shall comply with all of the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws for Bucks Run Reserve Homeowners' Association, Inc., and rules and regulations as same exist and as may be amended or adopted in the future.

10.2 Remedies. Failure to comply herewith or with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

10.3 Cause of Action. The Association, the Developer, Owners and beneficiaries of any dedicated property or property rights contained herein shall have an action for damages, injunctive relief, or both to enforce all of the terms and conditions of this Declaration, the Articles of Incorporation, and the By-laws against the responsible person or entity.

ARTICLE XI

TRANSFER OF OWNERSHIP AND LEASING OF LOTS

11.1 Forms of Ownership. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and Units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of Ownership of a Lot or Unit shall be subject to the following terms and conditions:

A. Individual Ownership. A Lot or Unit may be owned by an individual person.

B. Co-Ownership. Co-Ownership of Lots and Units is permitted, but all Owners must be members of a single family or living together as a single-family housekeeping unit. If co-Ownership is to be by more than two persons, the Owner shall designate one natural person as Primary Occupant, and the use of the Lot or Unit by other persons shall be as if the Primary Occupant is the actual Owner.

C. Entity Ownership. A Lot or Unit may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Lot or Unit may be used as short term transient accommodations for several individuals or families. Said corporation, trustee or any entity which is not a natural person shall designate one natural person to be the Primary Occupant, and the use of the Lot or Unit by other persons shall be as lessees and as if the Primary Occupant is the only actual Owner.

D. Life Estates. A Lot or Unit may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, during said life estate, the life tenant shall be the only member in the Association and occupancy shall be as if the life tenant was the only Owner. The life tenant and remaindermen shall be jointly and severally liable for all Assessment and charges against the Lot or Unit. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-Owners for purposes of voting and occupancy rights.

E. Notification of Association. The Association must be notified of any transfer of title to a Lot or Unit as provided in the By-Laws.

11.2 Mortgages. There shall be no restrictions on the mortgaging of Lots or Units. All mortgages, other than a first mortgage of record, shall be subject to and inferior to the Association lien for Assessments as hereafter provided, regardless of when recorded.

11.3 Leases. All leases of Lots and Units must be in writing, and a copy of any lease shall be delivered to the Board prior to the commencement of the lease. The provisions of this Declaration shall be deemed expressly incorporated into the lease of any Lot or Unit. An Owner may lease a Lot or Unit only in accordance with the following provisions:

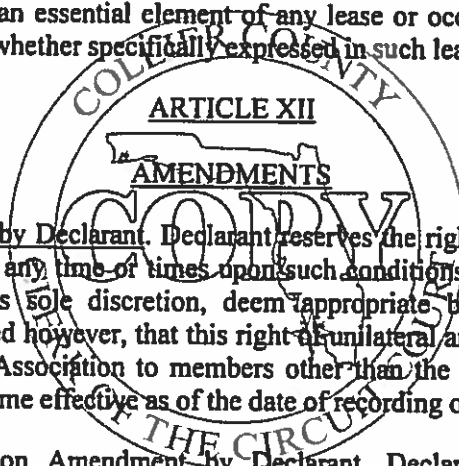
A. The legal responsibility for paying all Assessments may not be delegated to the tenant;

B. No Lot or Unit may be leased for a period of less than ninety (90) days, nor more than two (2) times per year;

C. No individual rooms may be rented, and no transient tenants may be accommodated;

D. The Board may require tenants to place a security deposit with the Association in an amount up to one (1) month's rent to cover damage to the Common Areas by the tenant, his guests or invitees; and

E. In order to preserve a residential quality and avoid an atmosphere of transient and motel-like environment, the Board may, by regulation, impose further restrictions upon the leasing, number of guests and the frequency of their visits in the case of leased Lots and Units. All of the provisions of this Declaration and the Association documents pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Lot or Unit as a tenant or Guest, and a covenant upon the part of each occupant and Guest to abide by the rules and regulations of the Association and the provisions of the Association documents, and designating the Association as the Owner's agent for the purpose of, and with the authority to, terminate any such lease or occupancy agreement in the event of a violation by the tenant of such covenants, shall be an essential element of any lease or occupancy agreement, whether oral or written, and whether specifically expressed in such lease or agreement or not.



12.1 Amendment by Declarant. Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto, provided however, that this right of unilateral amendment shall expire upon turnover of control of the Association to members other than the Declarant. Any amendment shall relate back to and become effective as of the date of recording of this Declaration.

12.2 Restrictions on Amendment by Declarant. Declarant's rights shall include, without limitation, the right to amend this Declaration in order to correct any errors or omissions, or the dimensions of any Lots or Common Areas not previously conveyed, as long as any such amendment does not:

A. Change the dimensions of any Lot or Common Areas previously conveyed; or

B. Restrict the integrity of the lien of any institutional lender who holds a mortgage on any previously conveyed Lot or Unit.

12.3 Amendment by Owners. After turnover of control of the Association to members other than the Declarant, this Declaration may be amended at any time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the Association. However, no amendment to this Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association, shall be valid, if such amendment would affect the Declarant's rights under this Declaration.

12.4 Surface Water Management System. Any proposed amendment to this Declaration which would affect the surface water management system (including environmental

Conservation Areas and the water management portion of the Common Areas) requires the prior written approval of the District and must be submitted to the District, or its successors, for a determination of whether the amendment necessitates a modification of the surface water management permit.

ARTICLE XIII

GENERAL PROVISIONS

13.1 **Duration of Covenants.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Developer and/or Association and/or the Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

13.2 **Eminent Domain Proceeds.** Any awards for the taking of all or any part of the Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board. The balance of such awards, if any, shall be distributed to the Owners equally.

13.3 **Mailing of Notices.** Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed.

13.4 **Savings Clause.** Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

13.5 **Release or Addition of Property.** Notwithstanding any of the provisions contained in this Declaration, neither Developer nor its successors or assigns shall be obligated to develop all of the property submitted to this Declaration, and as described in Exhibit "A," and Developer may release any of the property submitted in this Declaration from the terms and conditions hereof, or subject additional property to the terms of this Declaration, except any properties conveyed to the Association or Owners. Such deletions or additions shall be made by the Developer by filing in the Public Records of Collier County an amendment to this Declaration providing for the release or addition of the property from this Declaration. However, such

unilateral right to release or subject additional property to the terms and conditions of this Declaration shall expire upon turnover of control of the Association to members other than the Developer.

13.6 Developer's and Builders' Sales Center. As long as the Developer owns any portion of the Properties, Developer and any Builder so approved by Developer shall have the exclusive right to maintain sales centers, model homes or signs on the Properties.

13.7 Effective Date. This Declaration shall become effective upon its recording in the Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of this 3rd day of October, 2011.

Witnesses:

BRLP LOTS, LLC, a Florida limited liability company

By: Vanguard Realtors, LLC, a Florida limited liability company, as its Manager

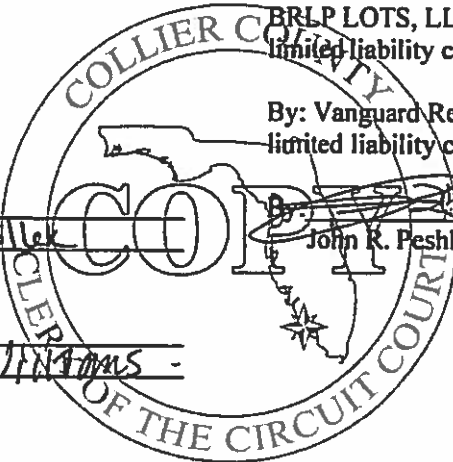
Sam Mellek

Printed Name: Sam Mellek

John R. Peshkin
Printed Name: John R. Peshkin, as its Authorized Agent

Land Williams

Printed Name: Land Williams



[SEAL]

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 3rd day of October, 2011, by John R. Peshkin, as Authorized Agent of Vanguard Realtors, LLC, a Florida limited liability company, as Manager of BRLP Lots, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(Seal)



8581.1

Theresa I Marko

Notary Public

Print Name: Theresa I Marko

My Commission Expires: 2.23.2013

EXHIBIT "A"

BUCKS RUN RESERVE
A SUBDIVISION LOCATED IN
SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
COLLIER COUNTY, FLORIDA.

PLAT BOOK 51 PAGE 34
SHEET 1 OF 4

LEGAL DESCRIPTION

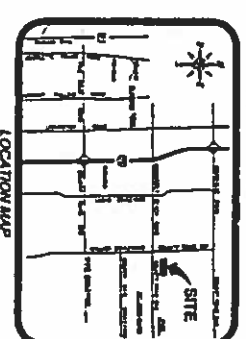
SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA. BEING THE BUCKS RUN RESERVE, A SUBDIVISION LOCATED IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS SHOWN ON THE PLAT HEREIN.

LEGAL DESCRIPTION
SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA. BEING THE BUCKS RUN RESERVE, A SUBDIVISION LOCATED IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS SHOWN ON THE PLAT HEREIN.



1. The Buck's Run Reserve is a subdivision of land located in Section 35, Township 48 South, Range 26 East, Collier County, Florida. The total area of the subdivision is approximately 100 acres. The subdivision is divided into 100 lots, each of which is approximately 1 acre in size. The lots are numbered 1 through 100. The subdivision is bounded on the north by the boundary of Section 34, on the south by the boundary of Section 36, on the east by the boundary of Range 27, and on the west by the boundary of Range 25. The subdivision is shown on the plat herein.

NOTICE
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LOCKTOWN MAP
SITE

GENERAL NOTES

- 1. The Buck's Run Reserve is a subdivision of land located in Section 35, Township 48 South, Range 26 East, Collier County, Florida. The total area of the subdivision is approximately 100 acres. The subdivision is divided into 100 lots, each of which is approximately 1 acre in size. The lots are numbered 1 through 100. The subdivision is bounded on the north by the boundary of Section 34, on the south by the boundary of Section 36, on the east by the boundary of Range 27, and on the west by the boundary of Range 25. The subdivision is shown on the plat herein.

COUNTY ATTORNEY
COUNTY COMMISSIONER APPROVAL

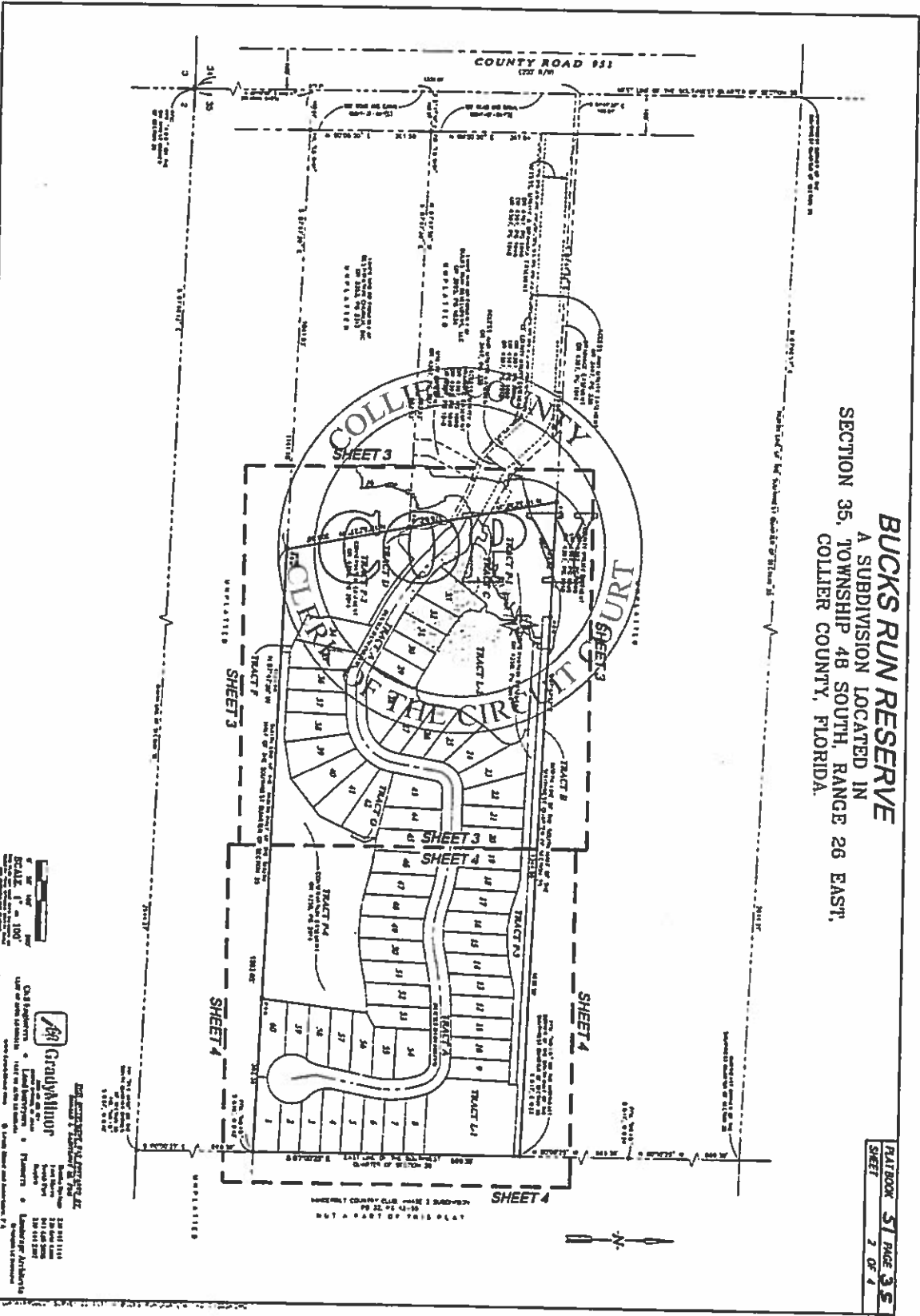
FLING RECORD
COUNTY SURVEYOR

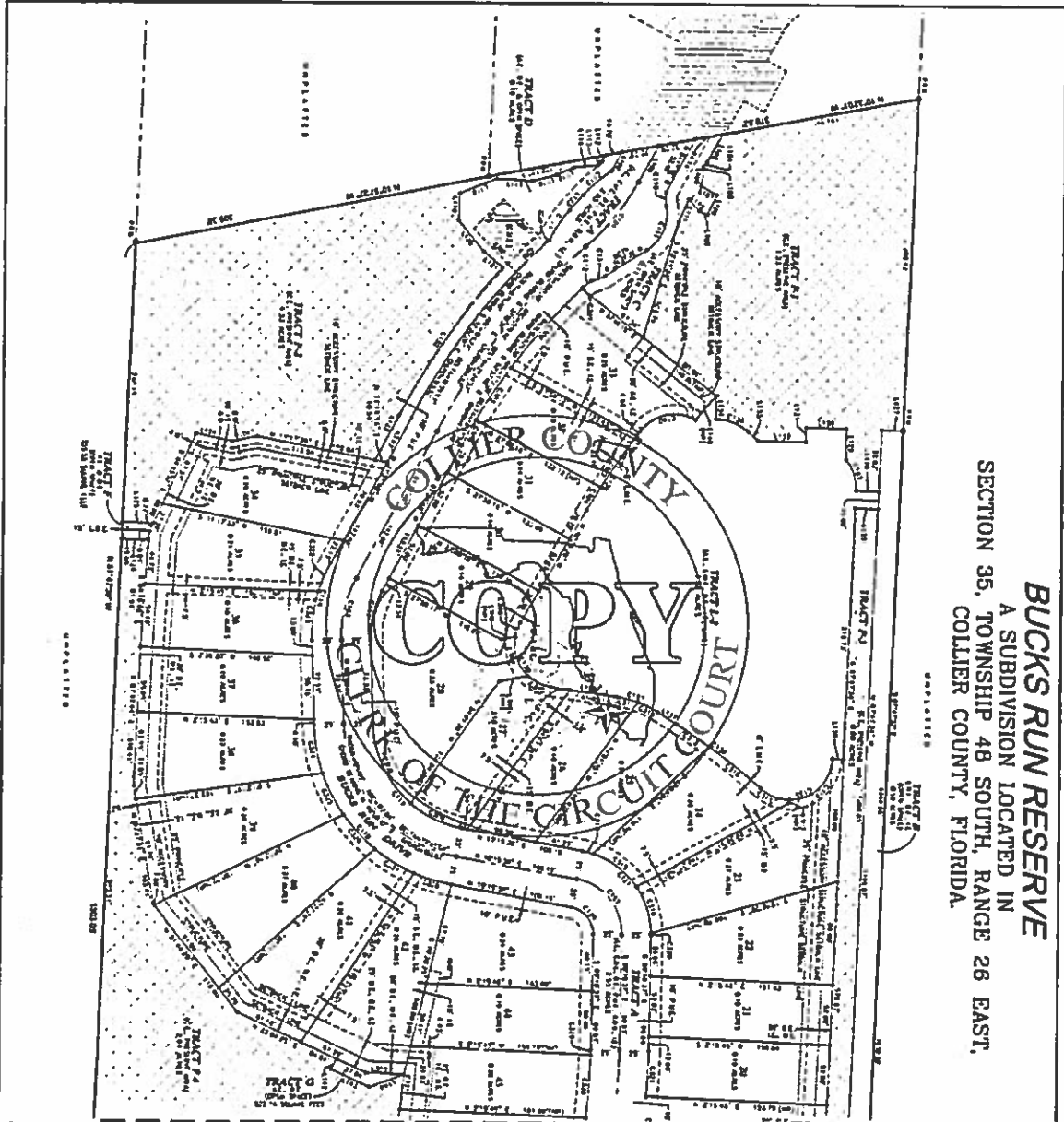
SUBVERTOR'S CERTIFICATION

GRADY/MILNER
DATE: 10/15/2010

BUCKS RUN RESERVE
 A SUBDIVISION LOCATED IN
 SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
 COLLIER COUNTY, FLORIDA.

PLATBOOK 51 PAGE 35
 SHEET 7 OF 4





BUCKS RUN RESERVE
 A SUBDIVISION LOCATED IN
 SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
 COLLIER COUNTY, FLORIDA.

SHEET 4

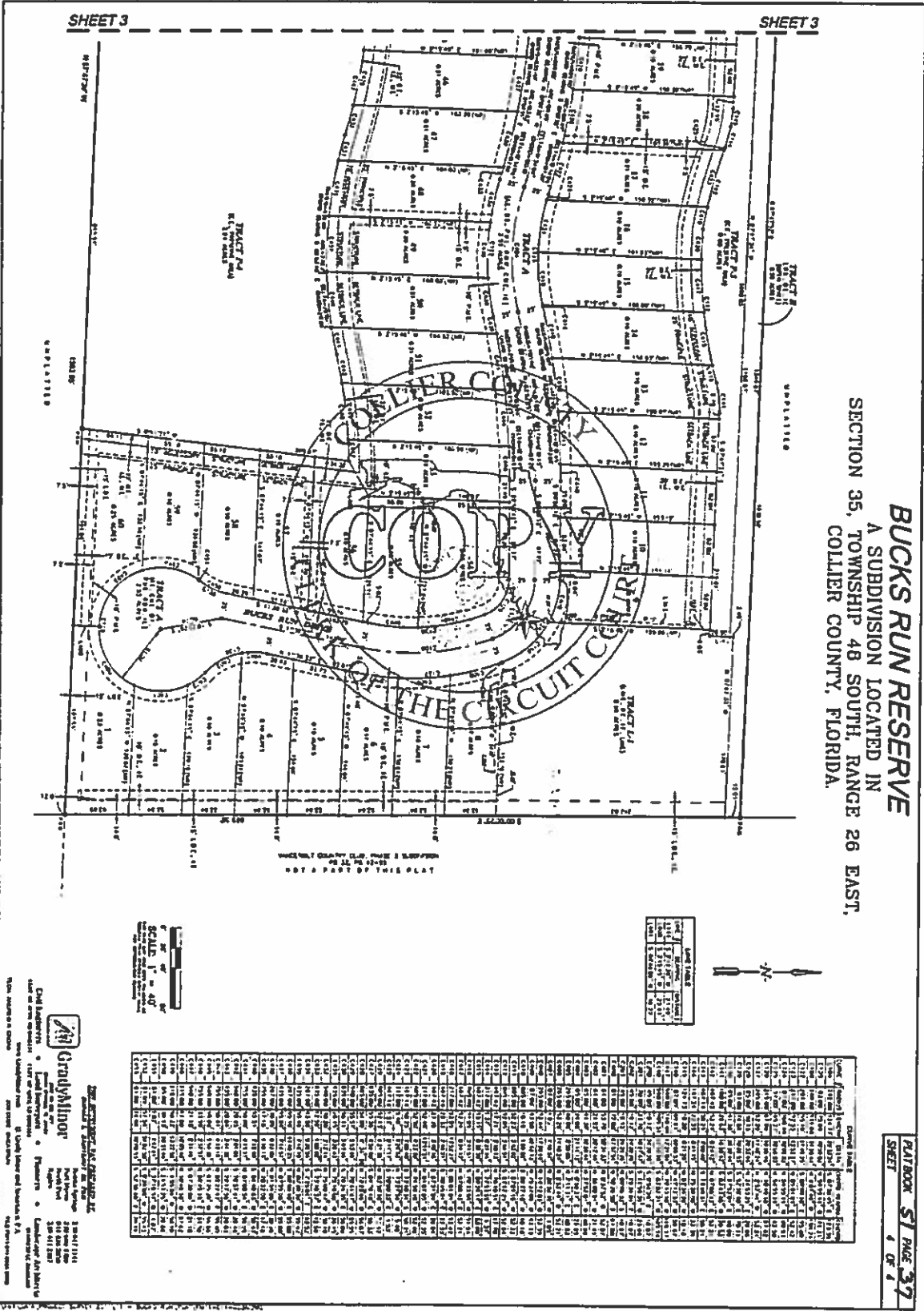
SHEET 4

TRACT	LOT	AREA (SQ FT)	AREA (SQ YD)
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	2	10,000	720
	3	10,000	720
	4	10,000	720
	5	10,000	720
	6	10,000	720
	7	10,000	720
	8	10,000	720
	9	10,000	720
	10	10,000	720
TRACT B	11	10,000	720
	12	10,000	720
	13	10,000	720
	14	10,000	720
	15	10,000	720
	16	10,000	720
	17	10,000	720
	18	10,000	720
	19	10,000	720
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TRACT C	21	10,000	720
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TRACT D	31	10,000	720
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TRACT E	41	10,000	720
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TRACT G	61	10,000	720
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TRACT H	71	10,000	720
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	80	10,000	720
TRACT I	81	10,000	720
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	84	10,000	720
	85	10,000	720
	86	10,000	720
	87	10,000	720
	88	10,000	720
	89	10,000	720
	90	10,000	720
TRACT J	91	10,000	720
	92	10,000	720
	93	10,000	720
	94	10,000	720
	95	10,000	720
	96	10,000	720
	97	10,000	720
	98	10,000	720
	99	10,000	720
	100	10,000	720

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PLATBOOK 51 PAGE 32
 SHEET 3 OF 4



BUCKS RUN RESERVE
 A SUBDIVISION LOCATED IN
 SECTION 35, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
 COLLIER COUNTY, FLORIDA.

Best Available Image

PLAT BOOK 57 PAGE 37
 SHEET 4 OF 1

Lot	Area	Acres
1	0.10	0.23
2	0.10	0.23
3	0.10	0.23
4	0.10	0.23
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Lot	Area	Acres	Owner
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EXHIBIT "B"

ARTICLES OF INCORPORATION

BUCKS RUN RESERVE HOMEOWNERS' ASSOCIATION, INC.
(A Corporation, Not-for-Profit)

In order to form a corporation under the provisions of Chapter 617 of laws of the State of Florida for a formation of a corporation, not-for-profit, I, the undersigned, hereby create a corporation for the purpose and with the powers herein mentioned.

ARTICLE I

NAME AND ADDRESS

The name of the corporation, herein called the "Association," is Bucks Run Reserve Homeowners' Association, Inc., and its address is 17350 Point of Rocks Road, Sarasota, Florida 34242.

ARTICLE II

PURPOSE AND POWERS

2.1 Purpose. The purpose for which the Association is organized is to provide an entity to administer, manage and operate Bucks Run Reserve, a residential neighborhood located in Collier County, Florida.

2.2 Powers. The Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation, not-for-profit under the laws of the State of Florida, including without limitation as set forth in Section 617.0302, F.S., except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions for Bucks Run Reserve (the "Declaration"), or the By-Laws of this Association, or any other restrictions of Bucks Run Reserve, and it shall have all the powers and duties reasonably necessary to operate Bucks Run Reserve pursuant to the Declaration as it may hereafter be amended, including, but not limited to, the following:

A. To levy and collect Assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the proceeds of assessments in the exercise of its powers and duties;

B. To own, lease, maintain, repair, replace, add to or operate the Common Areas, including without limitation, entry medians, parking areas, front entrances and perimeter, street lighting and surface water management systems as permitted by the South Florida Water Management District or any other governmental agency;

C. To purchase insurance upon the Common Areas for the protection of the Association and its members;

D. To reconstruct improvements after casualty and to make further capital improvements or additions to the Properties;

E. To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;

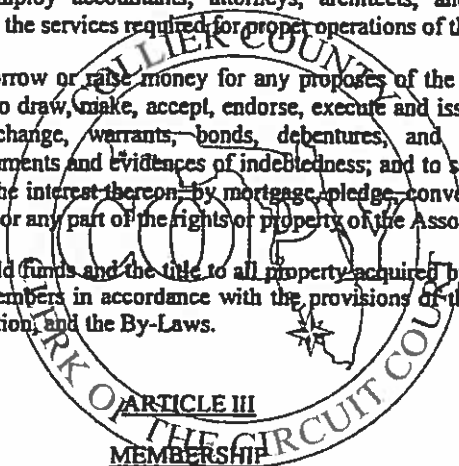
F. To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the By-Laws of the Association;

G. To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith, except such as specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

H. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operations of the Association;

I. To borrow or raise money for any purposes of the Association, without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association; and

J. To hold funds and the title to all property acquired by the Association for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.



3.1 Qualification. The Members of the Association shall consist of all Owners of Lots or Units in the Properties as defined in the Declaration, and as further provided in the By-Laws.

3.2 Change of Membership. Change of membership shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument transferring title, and by the delivery to the Association of a copy of such instrument.

3.3 Assignment of Membership Rights. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner, except as an appurtenance to his fee simple interest in a Lot or Unit.

3.4 Voting. The Members shall be entitled to the number of votes in Association matters as set forth in the Declaration and By-Laws. The manner of exercising voting rights shall be as set forth in the Declaration and By-Laws.

ARTICLE IV

TERM

4.1 Term. The term of the Association shall be perpetual.

4.2 Dissolution. In the event of dissolution, any portions of the Properties consisting of the surface water management system shall be conveyed to an appropriate agency or government. If not accepted, the system must be deeded to a Florida corporation, not-for-profit, that will accept responsibility.

ARTICLE V

BY-LAWS

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

ARTICLE VI

AMENDMENTS

6.1 Procedure. Amendments to these Articles shall be proposed and adopted in the following manner:

A. Until election of a majority of the Board by Members other than the Developer, the Developer shall have the unilateral right to amend these Articles.

B. After election of a majority of the Board by Members other than the Developer, amendments to these Articles may be proposed either by a majority of the whole Board or by a petition signed by voting members representing at least thirty percent (30%) of the voting interests of the Association. Once so proposed, the amendments shall be submitted to a vote of the members no later than the next annual meeting for which proper notice can be given.

C. After election of a majority of the Board by Members other than the Developer, these Articles of Incorporation may be amended by a vote of two-thirds (2/3) of the Members present and voting at a special or annual meeting at which a quorum has been established. Any such amendment may also be approved in writing by a majority of the voting interests without a meeting. Notice of any proposed amendment must be given to the Members, and the notice must contain the text of the proposed amendment.

D. Any proposed amendment to these Articles, which would affect the surface water management system (including environmental conservation areas and the water management portions of the Common Areas), must be submitted to the South Florida Water Management District or its successors for a determination of whether the amendment necessitates a modification of the surface water management permit.

E. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VII

DIRECTORS AND OFFICERS

7.1 Appointment by Developer. All directors shall be appointed by the Developer until turnover of control of the Association to members other than the Developer.

7.2 Initial Board. The names and addresses of the initial Board of Directors are:

Robert Glantz
7350 Point of Rocks Rd.
Sarasota, Florida 34242

Samantha Peshkin
7350 Point of Rocks Rd.
Sarasota, Florida 34242

Brian E. Watson
7350 Point of Rocks Rd.
Sarasota, Florida 34242

7.3 Election by Owners. Upon turnover of control of the Association to members other than the Developer, all directors shall be elected by the Owners in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

7.4 Number of Directors. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors.

7.5 Election of Officers. The business of the Association shall be conducted by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE VIII

INDEMNIFICATION

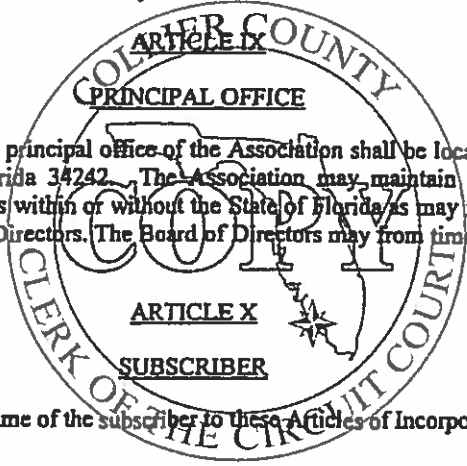
8.1 Indemnification of Director or Officer. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceedings) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his or her actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interest of the Association to procure a judgment in its favor.

B. A violation of criminal law, unless the Director or officer has no reasonable cause to believe his or her action was unlawful or had reasonable cause to believe his or her action was lawful.

C. A transaction from which the Director or officer derived an improper personal benefit.

8.2 Approval of Settlement. In the event of a settlement or any dispute with respect to any indemnification, the right to indemnification shall not apply unless the Board of Directors approves such settlement or disposes of any such dispute as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all rights to which a Director or officer may be entitled.



9.1 Address. The principal office of the Association shall be located at 7350 Point of Rocks Road, Sarasota, Florida 34242. The Association may maintain offices and transact business in other such places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors may from time to time relocate the aforesaid principal office.

10.1 Name. The name of the subscriber to these Articles of Incorporation is as follows:

Robert Glantz

10.2 Address. The address of the subscriber to these Articles of Incorporation is as follows:

7350 Point of Rocks Road
Sarasota, Florida 34242

ARTICLE XI

REGISTERED AGENT

11.1 Initial Registered Agent. The initial registered agent of the Association is Coleman, Yovanovich & Koester, P.A., and the street address of the initial registered office of the Association is c/o Matthew L. Grabinski, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103. This corporation shall have the right to change such registered agent and office from time to time as provided by law.

IN WITNESS WHEREOF, the subscriber has hereunto set his hand and seal this 8th day of June, 2011.

SUBSCRIBER:

[Signature]
Robert Glantz

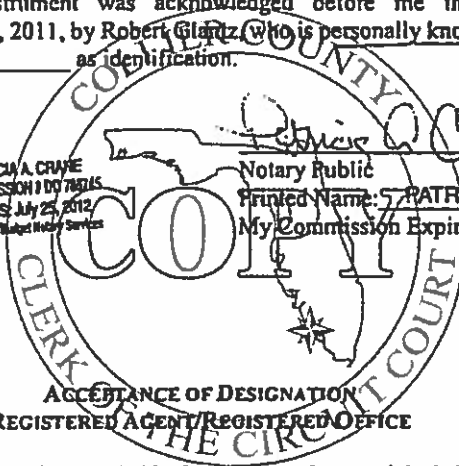
STATE OF FLORIDA
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this 8th day of June, 2011, by Robert Glantz (who is personally known to me or produced as identification).

(Seal)



PATRICIA A. CRANE
MY COMMISSION # 00778215
EXPIRES July 25, 2012
Served The United Way Services



[Signature]
Notary Public
Printed Name: PATRICIA A. CRANE
My Commission Expires: _____

ACCEPTANCE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

I, Matthew L. Grabinski, on behalf of Coleman, Yovanovich & Koester, P.A., having been named as Registered Agent and to accept service of process for the above-stated corporation at the place designated in this statement, hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Coleman, Yovanovich & Koester, P.A.

By: [Signature]
Matthew L. Grabinski

Dated: 06/13/2011

EXHIBIT "C"

BY-LAWS
OF
BUCKS RUN RESERVE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

IDENTITY

1.1 Name. The name of this corporation is Bucks Run Reserve Homeowners' Association, Inc. ("Association").

1.2 Address. The address of the initial principal office of the Association is 7350 Point of Rocks Road, Sarasota, FL 34242.

ARTICLE II

DEFINITIONS

All terms used herein which are defined in that certain Declaration of Covenants, Conditions and Restrictions for Bucks Run Reserve (hereinafter "Declaration"), as it may be amended from time to time, shall have the same meaning herein as therein.

ARTICLE III

DIRECTORS AND OFFICERS

3.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) individuals, who shall be appointed by the Developer until such time as the Developer relinquishes control of the Association to Members other than the Developer. Directors need not be Members.

3.2 Term. Each Director shall hold office for a term of one (1) year.

3.3 Meetings of the Board. The Board shall meet at such times and places as may be called by the President or a majority of the Board. Notice of meetings shall be posted in a conspicuous place in the community at least forty-eight (48) hours prior to the meeting, except in an emergency. In the alternative, notice of the meeting may be mailed to all Members at least seven (7) days prior to the meeting, except in an emergency.

3.4 Open Meetings. Meetings of the Board shall be open to Members, but Members shall not be entitled to participate at such meetings.

3.5 Action by Board without Meeting. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting, if authorized in writing signed by all of the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Association.

3.6 Quorum. A majority of the Directors shall constitute a quorum to transact business of the Board, and an act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.

3.7 Compensation. No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

3.8 Election of Board. Subsequent to the relinquishment of control of the Association by the Developer to the Members:

A. Prior to each annual meeting of the Members, and unless prohibited by law, the Board may appoint a Nominating Committee consisting of three (3) individuals, using such procedures as the Board may establish. The Nominating Committee shall nominate one (1) person for each vacancy to be filled at that annual meeting. Other nominations may be made from the floor.

B. All elections to the Board shall be by written ballot (unless dispensed with by unanimous consent). The ballots shall contain the names of the nominees named by the Nominating Committee, blanks for write-in candidates, and nominations from the floor. The Secretary shall provide ballots to each Owner at the Annual Meeting.

C. Each Owner shall be entitled to cast one (1) vote per Lot or Unit for each vacancy to be filled. No mail-in ballots shall be allowed.

D. The organizational meeting of the newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Board at the meeting at which they were elected.

3.9 Enumeration of Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, and such other officers as the Board may appoint. The positions of Secretary and Treasurer may be held by one individual or by separate individuals. Officers other than those appointed by the Developer-controlled Board must be Owners in the Neighborhood.

3.10 Term of Officers. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year. Officers appointed at the first meeting of the Board shall hold office until their successors shall have been appointed and shall qualify.

3.11 Resignation. Any Director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

3.12 Vacancies. When a vacancy occurs on the Board, the vacancy shall be filled by action of the Board until a successor director is elected at the next annual meeting. When a

vacancy occurs in an office for any reason, the office shall be filled by the Board at its next meeting by appointing a person to serve.

3.13 Removal of Directors. After turnover of control of the Association to Members other than the Developer, any Director may be removed with or without cause by a majority of the total voting interests in the Association.

3.14 Removal of Officers. Any officer of the Association may be removed by the Board at any time, with or without cause.

ARTICLE IV

ASSOCIATION MEMBERSHIP

4.1 Qualification. Members of the Association shall be all Owners in the Properties, as defined in the Declaration.

4.2 Use of Common Areas. Members and their immediate family who reside in Bucks Run Reserve, and Guests, shall have a license to use the Common Areas subject to such Rules and Regulations as may be established by the Board.

4.3 Voting Rights. The Members of the Association shall be entitled to one (1) vote for each Lot or Unit owned by them. The total votes shall not exceed the total number of Lots and Units. The vote of a Lot or Unit shall not be divisible. If a Lot or Unit is owned by one natural person, his right to vote shall be established by the record title. If a Lot or Unit is owned jointly by two or more natural persons, that vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners of a Lot or Unit are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner is not a natural person, the vote shall be cast by the Primary Occupant designated as set forth above.

4.4 Suspension of a Member. The Board may suspend a Member's use and access to the Common Areas during any period during which any Assessment remains delinquent, or during the period of any continuing violation by a Member of the provisions of the Declaration, or a period to be determined by the Board, for repeated violations of the By-Laws or Rules and Regulations of the Association. However, under no circumstances shall a Member be prevented access to his Lot or Unit. For purposes of this paragraph, a violation by a tenant or Guest of a Member shall be considered a violation by such Member.

4.5 Termination of Membership. When a Member ceases to be an Owner, such person's membership shall terminate. However, the termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Association during the period of his membership. Termination of a membership does not impair any rights or remedies which the Association may have against such Member arising out of, or in any way connected with, such ownership of a Lot or Unit and the covenants and obligations incident thereto.

ARTICLE V

MEMBER MEETINGS

5.1 Annual Meeting. The annual meeting of the Members for the election of Directors and the transaction of whatever other business may properly come before the Members shall be held as outlined below.

5.2 Notice. Notice of the annual meeting shall be mailed, postage prepaid, not less than ten (10) days and not more than sixty (60) days prior to the date of the annual meeting and shall state the purpose, time and location of the meeting. Such notice shall be addressed to each Owner at the address of the Owner as set forth in the Association's books and records.

5.3 Special Meetings. Special meetings of the Members may be called for any purpose at any time by a majority of the Board, or by the written petition of thirty percent (30%) or more of the total voting interests, setting forth the purpose of the special meeting. Notice of such special meeting shall be in the same form and mailed in the same manner as for the annual meeting.

5.4 Quorum. Thirty percent (30%) of the total vote that could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. After a quorum has been established at a meeting of the Members, the subsequent withdrawal of Members, which reduces the number of votes at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. A majority of the votes cast shall decide each matter submitted to the Members at a meeting, except in cases where a larger vote is required.

5.5 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- A. Call of the roll and certification of quorum;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes and disposal of any unapproved minutes;
- D. Reports of Officers;
- E. Reports of Committees;
- F. Election of Directors;
- G. Old Business;
- H. New Business; and
- I. Adjournment.

5.6 Action by Members without Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members entitled to vote having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the members entitled to vote, whichever is greater. Upon receiving the required number of written consents, the Board shall take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of the Members' rights to call a special meeting of the Association Members as elsewhere provided in these By-Laws.

ARTICLE VI

POWERS

6.1 Sources of Power. The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Association and these By-Laws, all of which shall be exercised by the Board, unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law.

6.2 Enumeration of Powers. The powers of the Association shall include, but not be limited to, the following:

- A. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation;
- B. The power to adopt a corporate seal for the Association;
- C. The power to levy and collect Assessments against Lot Owners, as provided for in the Declaration and these By-Laws;
- D. The power to expend monies collected for the purpose of paying the common expenses of the Association;
- E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association Property and Common Areas;
- F. The power to employ the personnel required for the maintenance and operation of the Association, the Association Property and the Common Areas;
- G. The power to pay utility bills for utilities serving the Association Property and Common Areas;
- H. The power to contract for the management of the Association;
- I. The power to make reasonable rules and regulations and to amend them from time to time;

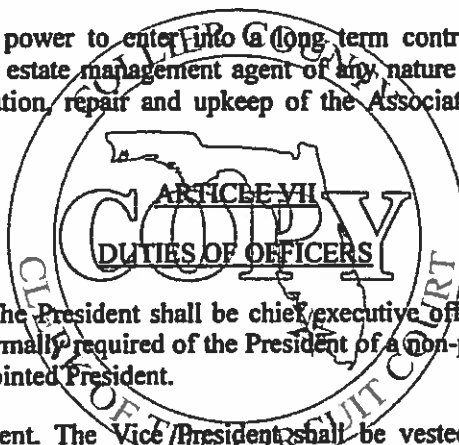
J. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration, and the Rules and Regulations promulgated by the Association;

K. The power to enforce by any legal means the provisions of the Declaration, including, without limitation, the architectural and use restrictions contained therein;

L. The power to control and regulate the use of the Association Property and Common Areas by the Owners;

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

N. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association Property and Common Areas.



7.1 President. The President shall be chief executive officer of the Association and shall perform all duties normally required of the President of a non-profit corporation. Initially, John R. Peshkin is the appointed President.

7.2 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence and such other duties as the Board may, from time to time, determine.

7.3 Secretary. The Secretary shall perform the following duties:

A. Attend all meetings of the Board and keep the records and minutes of the proceedings;

B. Keep such membership records as required, prepare and serve notice of meetings of members and attend to all correspondence on behalf of the Association, or cause these things to be done; and

C. All other duties as the Board may, from time to time, determine.

7.4 Treasurer. The Treasurer shall perform the following duties:

A. Attend all meetings of the Board;

B. Have custody of the funds of the Association;

- C. Collect monies due the Association, including Assessments;
- D. Keep or supervise the keeping of accounts of all financial transactions of the Association and books belonging to the Association, and deliver such books to his successor;
- E. Prepare the annual budget for the Association and present it to the Board for its consideration; and
- F. Any other duties as the Board may, from time to time, determine.

ARTICLE VIII

FISCAL MANAGEMENT

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

8.2 Records. The Association shall maintain accounting records according to generally accepted accounting principles that shall be open to inspection by Members at the Association's offices during reasonable times, as set by the Board. A register for the names of all Institutional Mortgagees who have notified the Association of their liens, and to which lienholders the Association will give notice of default in payment of Assessments, if required, shall also be maintained.

8.3 Budget. The Board shall adopt a budget for the next fiscal year that shall include the estimated revenues and expenses for that year and the estimated surplus or deficit for the current year.

8.4 Financial Management. The receipts and disbursements of the Association may be credited and charged to accounts as the Board may determine, in accordance with generally accepted accounting principles.

ARTICLE IX

ASSESSMENTS

9.1 Initial Capital Assessment. An initial capital Assessment equal to up to one year's amount of Annual Assessments (then in effect at the time of each particular closing) per Lot or Unit may be levied against all Owners, including initial Owners (other than the Developer) and all successor Owners, and shall be collected at closing.

9.2 Annual Assessments. The Association shall have the power and authority to levy and collect annual Assessments for purposes of operating the Association, including, but not limited to, the following purposes:

- A. Operation, maintenance and management of that part of the Association, the Association Property and Common Areas and the operation, maintenance and management of the Lots which are the responsibility of the Association;

B. Operation and maintenance of the surface water and storm water management system;

C. Property taxes and Assessments against and insurance coverage for the Association Property and Common Areas;

D. Legal and accounting fees;

E. Maintenance of the streets and sidewalks;

F. Security costs and management fees;

G. Normal repairs and replacements;

H. Charges for utilities used upon the Association Property and Common Areas;

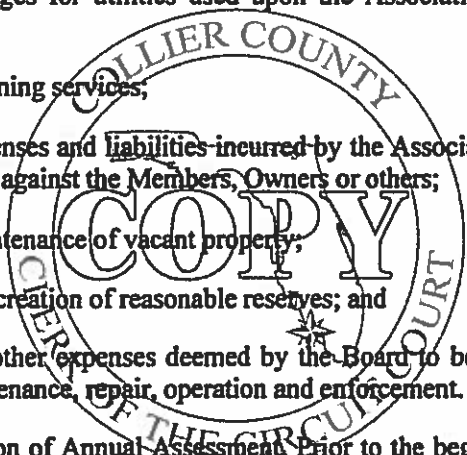
I. Cleaning services;

J. Expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members, Owners or others;

K. Maintenance of vacant property;

L. The creation of reasonable reserves; and

M. All other expenses deemed by the Board to be necessary and proper for management, maintenance, repair, operation and enforcement.



9.3 Determination of Annual Assessment Prior to the beginning of each fiscal year, the Board shall establish the amount of annual Assessment necessary to fund the budget as approved by the Board.

9.4 Special Assessments. The Association shall have the power and authority to levy and collect special Assessments for payment of unexpected expenses, including, but not limited to, the following:

A. The acquisition of property by the Association;

B. The cost of construction of capital improvements to the Association Property and Common Areas;

C. The cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto;

D. The expense of indemnification of each Director and Officer of the Association; and

E. Any other valid expenses deemed necessary by the Board.

9.5 Collection of Assessments. The Association shall bill and collect all Assessments pursuant to the terms and conditions set forth in the Declaration.

9.6 Unconditional Obligation of Owner. Suspension of a Member by the Board shall not relieve a Member from the obligation to pay any Assessment as it becomes due. In addition, no Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas, or by abandonment or otherwise.

ARTICLE X

MISCELLANEOUS

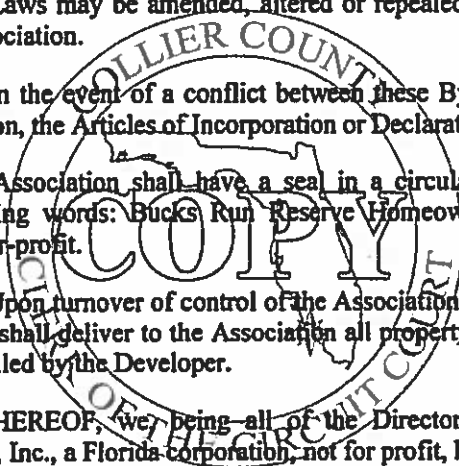
10.1 Amendment. After turnover of control of the Association to Members other than the Developer, these By-Laws may be amended, altered or repealed by a majority vote of the voting interests in the Association.

10.2 Conflicts. In the event of a conflict between these By-Laws and the Articles of Incorporation or Declaration, the Articles of Incorporation or Declaration shall control.

10.3 Seal. The Association shall have a seal in a circular form, having within its circumference the following words: Bucks Run Reserve Homeowners' Association, Inc., a Florida corporation, not-for-profit.

10.4 Turnover. Upon turnover of control of the Association to Members other than the Developer, the Developer shall deliver to the Association all property of the Owners and of the Association held or controlled by the Developer.

IN WITNESS WHEREOF, we, being all of the Directors of Bucks Run Reserve Homeowners' Association, Inc., a Florida corporation, not for profit, have hereunto set our hands this 3 day of October, 2011.





John R. Peshkin



Samantha Peshkin



Brian H. Watson

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

That I am the duly elected and acting Secretary of Bucks Run Reserve Homeowners' Association, Inc., a Florida corporation, not-for-profit, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 3 day of October, 2011.



Secretary - Brian F. Watson

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