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Filing date: **05/06/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91204897
Party	Defendant Laguna Lakes Community Association, Inc.
Correspondence Address	DONNA M FLAMMANG BRENNAN MANNA & DIAMOND PL 3301 BONITA BEACH RD BONITA SPRINGS, FL 34134-7833 UNITED STATES dmflammang@bmdpl.com, crothschild@bmdllc.com, wsharders@bmdllc.com
Submission	Defendant's Notice of Reliance
Filer's Name	Chad R. Rothschild
Filer's e-mail	crothschild@bmdllc.com
Signature	/s/ Chad R. Rothschild
Date	05/06/2015
Attachments	Notice of Reliance.pdf(63948 bytes) NOR A Placeholder.pdf(7791 bytes) NOR B_Part1.pdf(5718256 bytes) NOR B_Part2.pdf(5111418 bytes) NOR C.pdf(964395 bytes) NOR D.pdf(734794 bytes) NOR E.pdf(583869 bytes) NOR F.pdf(214333 bytes) NOR G.pdf(695144 bytes)

THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

John Gerard Marino,	)	
	)	**Consolidated Opp. No. 91/204,897**
Opposer,	)	**91/204,941**
	)	
v.	)	
	)	
Laguna Lakes Community Association, Inc.,	)	**APPLICANT'S NOTICE OF RELIANCE**
	)	
Applicant.	)	

Now comes Applicant, Laguna Lakes Community Association, Ltd. ("Applicant"), by and through undersigned counsel, and pursuant to TBMP §§ 704.01, *et seq.*, hereby files its Notice of Reliance and provides notice that it intends to rely on the materials submitted hereunder in support of its case:

1. Applicant's trademark application files [Application Serial Nos. 85/411,955 and 85/414,343], which form part of the record without any action by the parties.

2. The previously-filed trial testimony of Opposer, John Gerard Marino ("Opposer") (including all exhibits thereto). *See* 62 TTABVUE.

3. The discovery deposition of Opposer taken on August 22, 2013 (including exhibits). *See* TBMP § 704.09. Due to filing size limits, the transcript of Opposer's deposition testimony (including exhibits) is being filed under separate cover as "Applicant's Exhibit A to Notice of Reliance." Said separate filing is incorporated by reference as if filed herewith; a placeholder for Applicant's Exhibit A is attached hereto.

4. The discovery deposition of Robert Hajicek, as one of Applicant's 30(b)(6) representatives, taken on March 3, 2014 (including all exhibits thereto). This discovery deposition (including all exhibits thereto) was previously-filed under Opposer's Notice of Reliance.

5. The discovery deposition of Robert Hajicek, as one of Applicant's officers, taken on August 23, 2013. This discovery deposition was previously-filed under Opposer's Notice of Reliance.

6. The discovery deposition of Patrick Tardiff, one of Applicant's officers and 30(b)(6) representatives, taken on August 23, 2013 (including all exhibits thereto). Except for Exhibit B thereto, this discovery deposition (including all exhibits thereto) was filed under Opposer's Notice of Reliance.

Exhibit B to the deposition (i.e. Applicant's document production LL 1 – LL 170) appears to have been inadvertently not filed given that it was "retained by" Opposer's counsel on his iPad. *See* 63 TTABVUE at pp. 5, 20-22. Given that the rest of the discovery deposition was submitted, and a substantial portion of the deposition concerned questions about Applicant's document production, LL 1 – LL 170 (i.e. Exhibit B to the deposition) should in fairness be considered as well. *See* 63 TTABVUE at p. 21 ("I'm going to go through the whole thing with him."); *id.* at p. 22 ("we'll mark the [Applicant's] production, I guess, as Exhibit B."). Inclusion of LL 1 – LL 170 is necessary so as not to make the transcript of the deposition misleading. Per Board rules, Opposer properly made LL 1 – LL 170 part of the record by offering them as an exhibit in connection with the taking of Mr. Tardiff's discovery deposition, and Applicant does not object to their use at trial.

Exhibit B to Mr. Hajicek's discovery deposition is attached hereto and incorporated by reference herein as Applicant's Exhibit B.

7. Notice of Opposition to Application Serial No. 85/411,955 filed by Opposer in Opposition Proceeding No. 91/204,897. This Notice of Opposition is an "official record" available in electronic format from the USPTO website at http://ttabvue.uspto.gov/ttabvue/v?pno=91204897&pty=OPP&eno=1. A copy of this Notice of Opposition (which is self-authenticating), as downloaded from the USPTO website, is attached hereto and incorporated by reference herein as Applicant's Exhibit C. This Notice of Opposition contains admissible party-opponent statements and statements against interest.

8. Notice of Opposition to Application Serial No. 85/414,343 filed by Opposer in Opposition Proceeding No. 91/204,941. This Notice of Opposition is an "official record" available in electronic format from the USPTO website at http://ttabvue.uspto.gov/ttabvue/v?pno=91204941&pty=OPP&eno=1. A copy of this Notice of Opposition (which is self-authenticating), as downloaded from the USPTO website, is attached hereto and incorporated by reference herein as Applicant's Exhibit D. This Notice of Opposition contains admissible party-opponent statements and statements against interest.

In accordance with this Board's rules and procedures, Applicant offers into evidence the following responses to select Requests for Admission and Interrogatories propounded by Applicant.[1]

[1] Applicant's Interrogatories and Requests for Admission are attached hereto as Applicant's Exhibit E. Opposer's responses to Applicant's Requests for Admission are attached hereto as Exhibit F. Opposer's responses to Applicant's Interrogatories are attached hereto as Exhibit G. **Applicant submits these documents in their entirety but only offers into evidence those responses listed in the body of this Notice of Reliance.**

9. Opposer's Response to Applicant's Request for Admission No. 1

- *Request for Admission No. 1:* Admit that Laguna Lakes, the real estate development in Fort Myers, Florida, existed prior to the date that Marino [Opposer] allegedly began using the trade name "Mr. Laguna Lakes."

- **Response to Interrogatory No. 1: Admit.**

10. Opposer's Response to Applicant's Request for Admission No. 4

- *Request for Admission No. 4:* Admit that Marino [Opposer] did not use the trade name "Mr. Laguna Lakes" prior to October 6, 2003."

- **Response to Interrogatory No. 4: Admit.**

11. Opposer's Response to Applicant's Interrogatory No. 5

- *Interrogatory No. 5:* If your response to the foregoing Request for Admission [i.e. "Admit that Applicant first used in commerce the mark in the '343 Application at least as early as October 6, 2003"] is anything other than an unqualified admission, please state the facts upon which your denial is based.

- **Response to Interrogatory No. 5: Mark was used by developer Transeastern Homes, to sell homes in Laguna Lakes Community and was later transferred to its successor TOUSA which was and, upon information and belief, is still in bankruptcy.**

12. Opposer's Response to Applicant's Interrogatory No. 6

- *Interrogatory No. 6:* If your response to the foregoing Request for Admission [i.e. "Admit that Applicant first used in commerce the mark in the '343 Application at least as early as October 6, 2003"] is anything other than an unqualified admission, please state the facts upon which your denial is based.

- **Response to Interrogatory No. 6: Mark was used by developer Transeastern Homes, to sell homes in Laguna Lakes Community and was later transferred to its successor TOUSA which was and, upon information and belief, is still in bankruptcy. In addition, to my knowledge, Transeastern used HYPERLINK "http://www.lagunalakes.com" www.lagunalakes.com. This domain name was transferred to TOUSA. Applicant does not and has never had control of lagunalakes.com as represented in its application.**

13. Opposer's Response to Applicant's Interrogatory No. 8

- *Interrogatory No. 8:* If your response to the foregoing Request for Admission [i.e. "Admit that Marino is not harmed by Applicant's registration of the Marks"] is anything other than an unqualified admission, please state the facts upon which your denial is based.

- **Response to Interrogatory No. 8: Marino has been actively and consistently using both the name and mark since 2005 with full knowledge of Laguna Lakes and the prior boards of Laguna Lakes. Marino also uses Mr. Laguna Lakes online, on Facebook page and with www.mrlagunalakes.com.**

14. Opposer's Response to Applicant's Interrogatory No. 15

- *Interrogatory No. 15:* Identify all factual evidence and other documents supporting the allegation that only Transeastern Properties, Inc. and TOUSA, Inc., and not Applicant, utilized the mark "Laguna Lakes" prior to June 2007.

- **Response to Interrogatory No. 15: Until the Laguna Lakes Association was turned over to its residents in 2007, it was controlled and operated by Transeastern Properties and its successor TOUSA.**

15. Opposer's Response to Applicant's Interrogatory No. 17

- *Interrogatory No. 17:* Identify and describe each product and/or service sold and/or distributed by Marino under the term "Mr. Laguna Lakes" . . .

- **Response to Interrogatory No. 17: Realtor services.**

16. Opposer's Response to Applicant's Interrogatory No. 18

- *Interrogatory No. 18:* State the exact dates(s) on which Marino will rely as to when his use of the term "Mr. Laguna Lakes" commenced in connection with the sale or distribution of each product and/or service specified in answer to above Interrogatory No. 17.

- **Response to Interrogatory No. 18: 8/3/2004 with a receipt for a business card first using Mr. Laguna Lakes.**

17. "Official records" and copies of electronically generated documents that are the equivalent of such "official records" included within Applicant's Exhibit B attached hereto which may be independently made of record as such under the Board's rules and procedures, including:

- The Articles of Incorporation of Laguna Lakes Community Association, Inc. filed on September 26, 2003 with the Florida Secretary of State (LL 36 – LL 41, LL 48);

- The Master Declaration for Laguna Lakes recorded with the Lee County, Florida Clerk of Court on October 6, 2003 (LL 50 – LL 96);

- Quit Claim Deed dated December 2, 2003 and recorded with the Lee County, Florida Clerk of Court on December 15, 2013 (LL 97 – LL 98);

- Not-for-Profit Corporation Annual Reports filed with the Florida Secretary of State for the Years 2004 – 2013 (LL 99 – LL 112); and

- *Debtor's Schedules of Assets and Liabilities* filed under penalty of perjury by TOUSA, Inc. on February 13, 2008 in *In re: TOUSA, Inc.*, Case No. 08-10928 in the United States Bankruptcy Court, Southern District of Florida (LL 113 – LL 164).

18. Request for Judicial Notice: Applicant requests that the Board take judicial notice of the fact that under penalty of perjury, in its schedule of "patents, copyrights, and other intellectual property" (in *In re: TOUSA, Inc.*, Case No. 08-10928 in the United States Bankruptcy Court, Southern District of Florida), TOUSA, Inc. did not list either of the marks Applicant is applying for as a trademark or other intellectual property which it owned. *See* LL 120, LL 123, LL 133 – LL 136, and LL 164 (included as part of Exhibit B hereto). *See also* TBMP § 704.12.

Such fact is capable of accurate and ready determination by resort to court records available to the public through the PACER system, a source whose accuracy cannot reasonably be questioned and from which the documents bates-labeled LL 113 – LL 164 (attached hereto as part of Exhibit B) were downloaded. *Id.*; *see also* Fed. R. Evid. 201(b); *Landt v. Farley*, No. 4:12CV0740, 2012 WL 4473209 (N.D. Ohio 2012) (quoting *C.B. v. Sonora Sch. Dist.*, 691 F.Supp.2d 1123, 1138 (E.D. Cal. 2009) (court "may take judicial notice of matters of public record, including duly recorded documents, and court records available to the public through the PACER system via the Internet)).[2]

[2] Documents bates-labeled LL 113 – LL 164 attached hereto as part of Exhibit B are also properly made of record as copies of "official records" under *Christopher Brooks v. Creative Acts By Calloway, LLC*, 93 USPQ 1823 (TTAB 2010) (observing that filings received by district court are official records) and as Internet documents under *Safer, Inc. v. OMS Investments, Inc.*, 94 USPQ2d 1031 (TTAB 2010) ("The Board will henceforth deem a document obtained from the Internet displaying a date and its source as presumptively true and genuine.").

Such fact is relevant to Opposer's trial testimony about this TOUSA, Inc. bankruptcy (*see* 62 TTABVUE at pp. 50:24 – 51:13, 182 – 185) and relevant to rebut Opposer's claim that the marks Applicant is applying for were "later transferred to . . . TOUSA which was and, upon information and belief, is still in bankruptcy." *See* Opposer's Response to Applicant's Interrogatory Nos. 5-6, *supra*.

The omission of the marks Applicant is applying for from TOUSA's schedule of "patents, copyrights, and other intellectual property" is not subject to reasonable dispute. The foregoing information and referenced documents constitutes the "necessary information" needed for the Board to take judicial notice of the fact that under penalty of perjury, in its schedule of "patents, copyrights, and other intellectual property" (in *In re: TOUSA, Inc.*, Case No. 08-10928 in the United States Bankruptcy Court, Southern District of Florida), TOUSA, Inc. did not list either of the marks Applicant is applying for as a trademark or other intellectual property which it owned.

Respectfully submitted,

Dated: May 6, 2015

/s/ Chad R. Rothschild

W. Scott Harders (Ohio Bar No. 0070598)
Donna M. Flammang (Florida Bar No. 0015230)
Chad Rothschild (Ohio Bar No. 0088122)
BRENNAN, MANNA & DIAMOND, LLC
75 E. Market Street
Akron, Ohio 44308
Telephone: (330) 253-3715
Fax: (330) 253-3745
wsharders@bmdllc.com
dmflammang@bmdpl.com
crothschild@bmdllc.com
Attorneys for Applicant

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of May, 2015 a copy of the foregoing *Applicant's Notice of Reliance* was served via e-mail on:

Scott M. Behren, Esq.
Behren Law Firm
2893 Executive Park Drive
Suite 110
Weston, FL 33331
scott@behrenlaw.com; scott.behren@gmail.com

/s/ Chad R. Rothschild
Chad R. Rothschild, Esq.

Placeholder for
Applicant's Exhibit A

(filed on May 6, 2015 as "Applicant's Exhibit A to Notice of Reliance" under separate cover)

Applicant’s Exhibit B

Laguna Lakes COMMUNITY ASSOCIATION

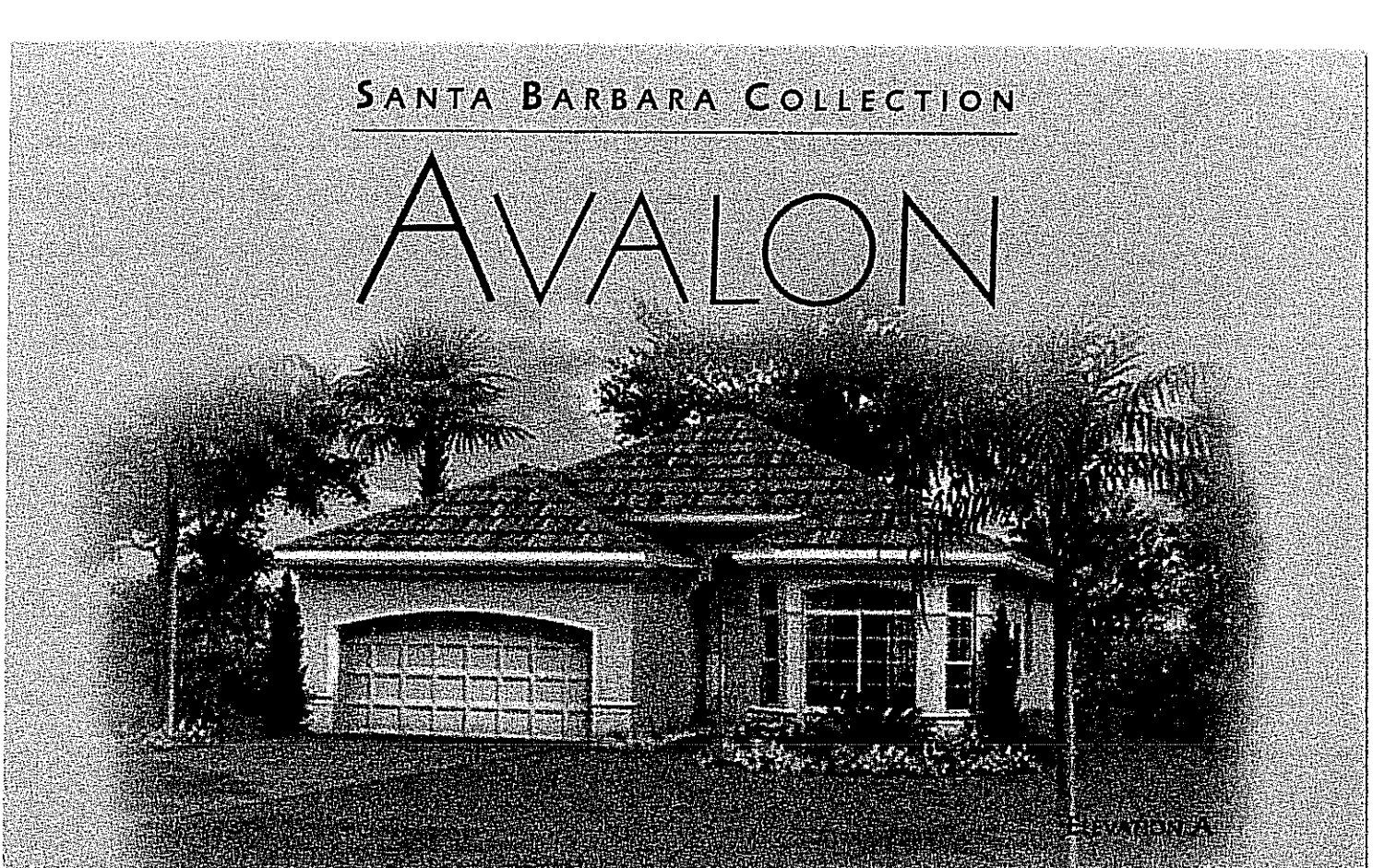
- Public Homepage
- Resident Login
- Request Login
- Online Payments
- Amenities
- Homes/Condos For Sale
- Homes/Condos For Rent
- Map

Laguna Lakes Community- "an exceptional place to live!"

LL 1

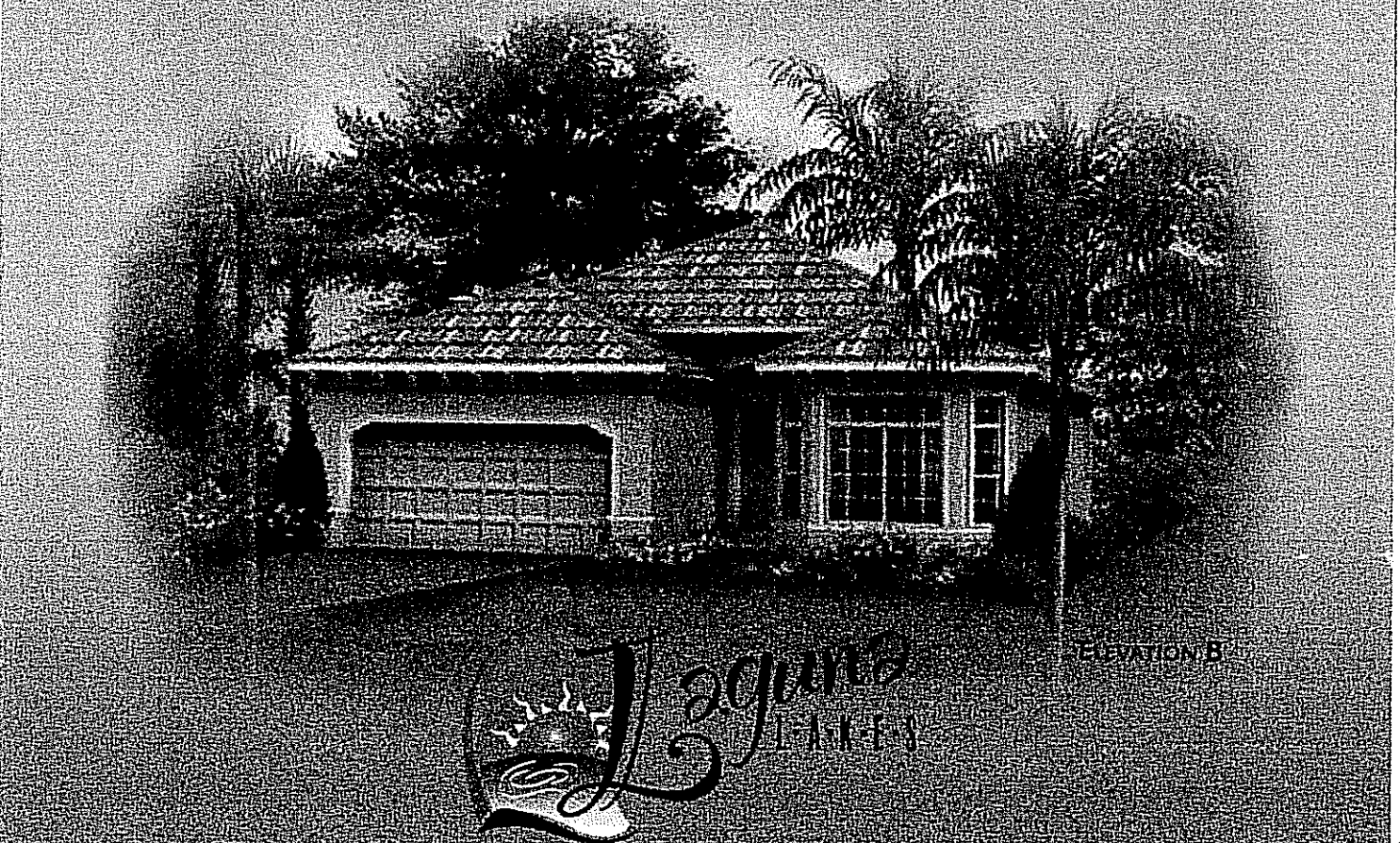
SANTA BARBARA COLLECTION

AVALON



ELEVATION A

2 BEDROOMS • 2 BATHS • STUDY • 2 CAR GARAGE



ELEVATION B

Laguna

SANTA BARBARA COLLECTION

FEATURES

Laguna LAKES

- Ⓐ Historic Downtown Ft. Myers
- Ⓑ Thomas Edison Home and Museum
- Ⓒ Six Mile Cypress Slough Preserve
- Ⓓ Daniels Crossing Shopping Ctr.
- Ⓔ Lee County Sports Complex / Hammond Field
- Ⓕ Columbia Gulf Coast Hospital
- Ⓖ Barbara B. Mann Perf. Arts Hall
- Ⓗ Cleveland Clinic
- Ⓘ Edison Mall
- Ⓙ Florida Gulf Coast University
- Ⓚ TECO Arena
- Ⓛ Miromar Outlet Mall

Laguna LAKES

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01/2003

CLUB LAGUNA
Laguna
L·A·K·E·S

Laguna L·A·K·E·S

Welcome Home—to Laguna Lakes

Effective September 22, 2003

Pebble Beach Collection — Coach Homes — Base Prices:

Anaheim	1789 sq. ft.	1st floor	1 car garage	$170,990.
Brentwood	1803 sq. ft.	1st floor	1 car garage	$166,990.
Claremont	1888 sq. ft.	2nd floor	2 car garage	$184,990.
Davenport	1917 sq. ft.	2nd floor	2 car garage	$179,990.

Monterey Collection — 40' / Single Family — Base Prices:

				Elev. "A"	Elev. "B"
Alameda	1341 sq. ft.	1 story	2 car garage	$189,990.	$191,990.
Bel Air	1503 sq. ft.	1 story	2 car garage	$205,990.	$207,990.
Carmel	1786 sq. ft.	2 story	2 car garage	$213,990.	$215,990.
Del Sol	2086 sq. ft	2 story	2 car garage	$225,990.	$227,990.

Santa Barbara Collection — 50' / Single Family — Base Prices:

				Elev. "A"	Elev. "B"
Avalon	1640 sq. ft.	1 story	2 car garage	$232,990.	$234,990.
Burbank	1814 sq. ft.	1 story	2 car garage	$236,990.	$238,990.
Catalina	1877 sq. ft.	1 story	2 car garage	$253,990.	$255,990.
Del Mar	2163 sq. ft.	2 story	2 car garage	$257,990.	$259,990.
Encino	2376 sq. ft.	2 story	2 car garage	$275,990.	$277,990.
Fresno	2604 sq. ft.	2 story	3 car garage	$280,990.	$282,990.
Glendale	2928 sq. ft.	2 story	2 car garage	$282,990.	$284,990.

Beverly Hills Collection — 70' / Single Family — Base Prices:

				Elev. "A"	Elev. "B"
La Jolla	2629 sq. ft.	1 story	2 car garage	$312,990.	$315,990.
Malibu	2917 sq. ft.	1 story	3 car garage	$330,990.	$333,990.
Jardin	3287 sq. ft.	2 story	3 car garage	$337,990.	$340,990.
Kings Harbor	3501 sq. ft.	2 story	3 car garage	$353,990.	$356,990.
Isle Vista	3635 sq. ft.	2 story	3 car garage	$357,990.	$360,990.

Hours: 10 a.m. to 6 p.m. –7 days a week; morning and evening hours by appointment.

Location Premiums may apply—see your Transeastern Sales Executive for details.

9/22/03

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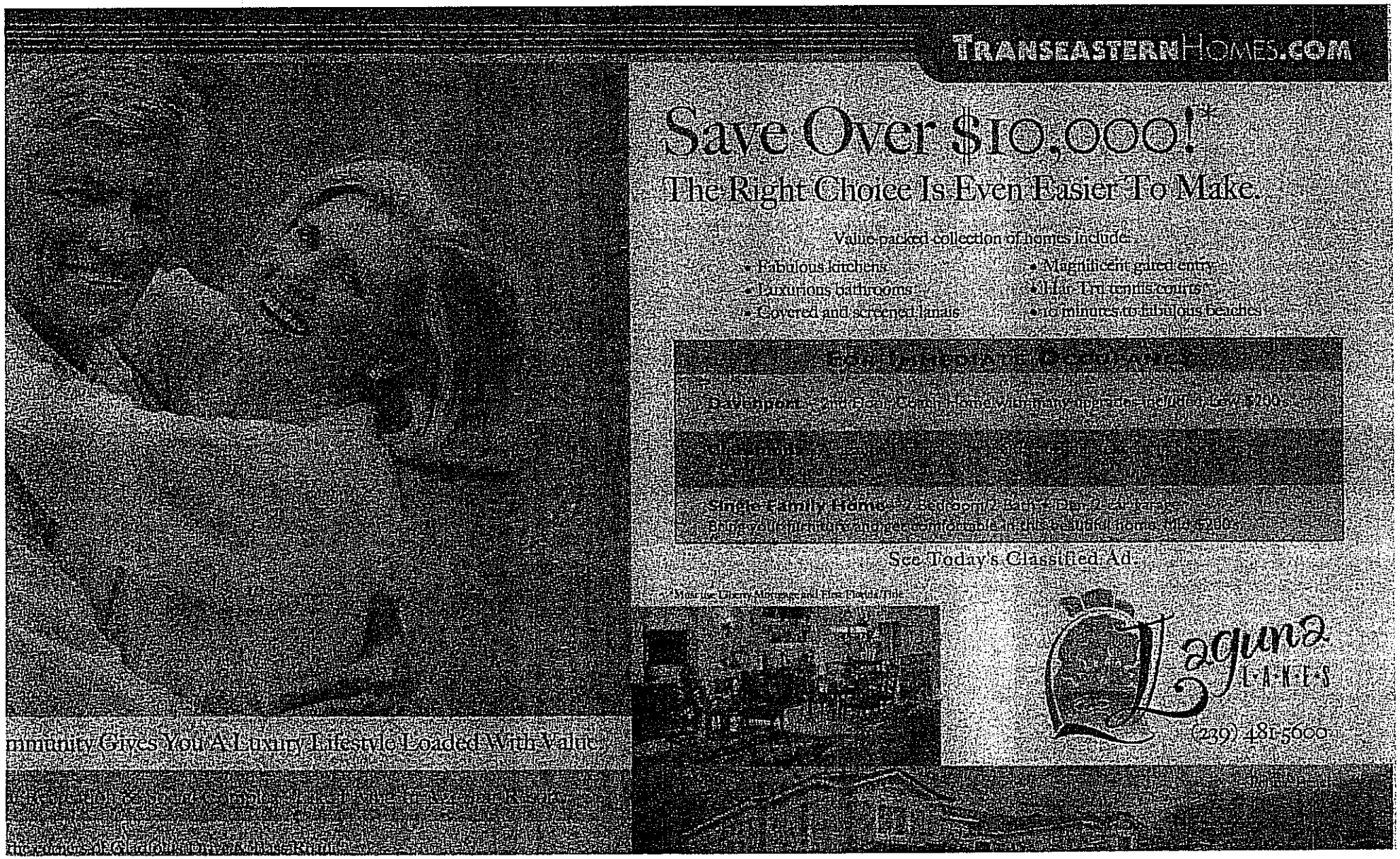
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LL 8

Public Homepage
Resident Login
Request Login
Online Payments

Amenities
Homes/Condos For Sale
Homes/Condos For Rent
Map

Laguna Lakes Community- "an exceptional place to live!"

Located in tropical Southwest Florida, the upscale community of Laguna Lakes is within easy proximity to Fort Myers Beach and the barrier islands of Sanibel and Captiva. Beautiful homes and condominiums comprise this residential setting, along with sparkling lakes and lush tropical vegetation. Our Clubhouse features many amenities including a gorgeous fully equipped kitchen and dining room, lovely "Family style" room for casual get togethers, and billiard room for entertainment. The Clubhouse Complex includes tennis courts, a family pool, children's wading pool, spa, exercise room and volleyball court. All of the amenities for "Gracious Living" in a tropical setting.

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Final Call!

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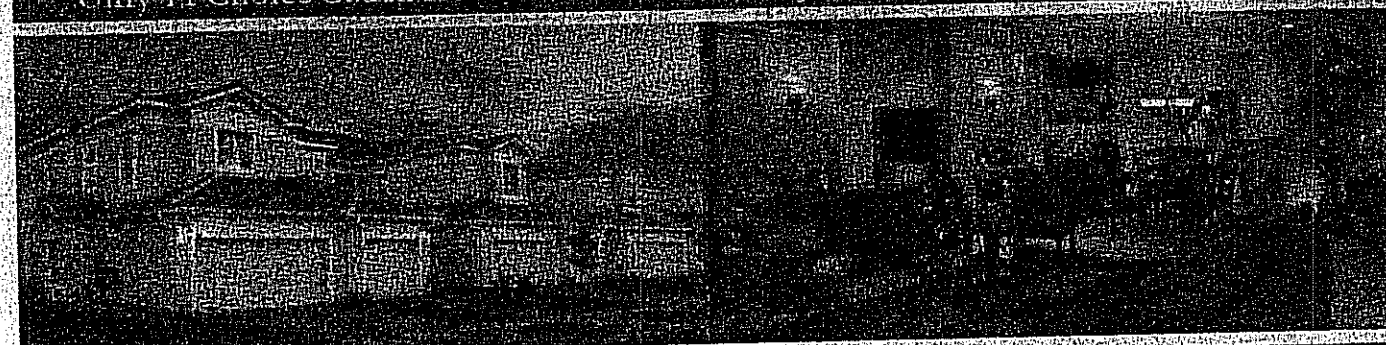

MOVE IN NOW AND ENJOY THE "WARM WINTER WEATHER"

They're going faster than we anticipated - and it's no wonder. Touring the incredible model homes will really convince you that there's nothing else in Fort Myers that even comes close. Value-packed collection of homes include: Fabulous kitchens • Luxurious bathrooms, • Covered and screened lanais • Magnificent gated entry • Resort style pool and amenities • Har-tru tennis courts • 10 minutes to beaches.

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L·A·K·E·S

LL 10

Laguna Lakes

January 20, 2005
Expiration Date

PAY TO THE ORDER OF ROBERT A HAJICEK $500

$500 credit towards Designers Dream Center upgrades

Customer Signature

Management Authorization

This is a discount certificate and is not a check or negotiable instrument. Limit one coupon per purchase. Prior sales excluded. Non-transferable. Not valid on advertised specials. Valid only at the location whose name is printed at the top of this certificate. Generated by ZBDC.

Initial
Initial
Date 12/30/04

Laguna LAKES

January 30, 2004

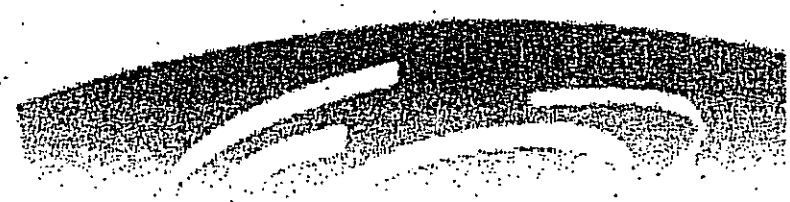
RE: Sprint Phone Service

Dear Laguna Lakes Resident,

I would like to welcome you to Laguna Lakes as you prepare to close on your home! In order to help make your move seamless, I would like to let you know that Sprint needs a lead time of about four weeks to hook up telephone service to your new home. I sincerely hope that this information will help with your planning and will make your transition a smooth one.

Sincerely,

Kevin Jarrett
Sales Manager



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TRANSEASTERN HOMES
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Welcome to Laguna Lakes!!!

Transeastern's Quality Assurance Program began when you entered our New Community Sales And Information Center and continued when you spoke with your builder during construction of your new home. Within the next 30 days you will be finalizing dates for your closing and **Pre-Settlement Orientation.**

On the day of your orientation, our Customer Orientation Facilitator will meet you at your new home. She will point out features including operation of the appliances, plumbing, electrical, and other interior and exterior features in addition to explaining Transeastern's Warranty Program to you. During your new home orientation, a detailed Pre-Settlement Orientation Report on which items that need attention will be listed. You will be given a copy of this report after your orientation has been completed.

It is important that defects in kitchen counters, bathroom vanity tops, window glass, mirrors, and floor coverings be noted on the Pre-Settlement Orientation Report. Transeastern is not responsible for the repair or damage to these surfaces if the defects are not listed on the Pre-Settlement Orientation Report. Prior to your orientation date, an inspection of your home is conducted to make the day of your orientation a pleasant and informative experience.

Every reasonable effort will be made to complete the repairs within 30 days following the orientation. Upon completion of the work listed on your Pre-Settlement Orientation Report, you will be asked to sign the report to indicate satisfactory completion of each item.

When you receive your keys at closing, we want you to feel as confident as we do that your ***Transeastern Home at Laguna Lakes*** will bring you many years of comfort and happiness.

THE HOMEBUILDING TEAM
AT
LAGUNA LAKES

9400 Gladiolous Drive, Suite 320, Fort Myers, FL 33908
239-481-9400 • Fax 239-481-2470
http://www.transeasternhomes.com

CLOSING INFORMATION

All closings are coordinated through First Florida Title Services. A closer from that office will contact you to make the appointment.

Your closing is scheduled by First Florida Title Services to occur between the hours of 9:00 AM and 4 PM Monday through Friday. The closing will take approximately One (1) hour. If your lender requires a "funding number" or "funding authorization" in order to close their loan, your closing can not take place later than 2:00 PM. The keys to your new home will be released to you on the day of closing IF the closing funds are received from your lender at the time of the closing.

First Florida Title Services will prepare a Settlement Statement that will List all your charges and credits. This statement will tell you the amount of the check you will need to bring to the closing. These figures are provided to them by the Builder and the Lender and are compiled on one form for your review. First Florida Title Services will do everything possible to provide you with this statement the day prior to closing. You must contact your lender and make sure that this information is provided to the Title Company in a timely manner. The Title Company will need the closing papers from the Lender the day before the closing in order to insure that your closing is conducted in a professional manner and to give you ample opportunity to review the terms of your loan. If your Lender provides the title company the mortgage papers only on the day of closing, we cannot give you an accurate settlement statement a day before closing.

When you receive notification that the closing is scheduled please

1. Contact your Lender to tell them the closing date and to make sure that they have all the documents from you and that they are ready to close.
2. Please make sure you have provided your lender with all the change orders to your contract so that they have the final purchase price before the closing.
3. Contact your loan officer with the date and time of the closing so that they may attend or be available by telephone for any questions regarding the loan that may come up at closing. The loan officer should be available by telephone (at a minimum) during the closing, in case any loan questions arise.

You will need to bring to the closing the following items:

1. Two (2) forms of identification. One of these identifications must be a picture ID such as a Drivers License, Passport or Military ID. The other form of identification may be a Social Security Card, Auto or Health Insurance Card, Student ID, Voter Registration, or Government issued Visa.
2. Proof of your Homeowner's Insurance and Flood Insurance (if applicable) and a paid receipt.
3. Cashier's Check drawn on a local bank, made payable to First Florida Title Services, II. If you have any questions about whether we can take your bank's Cashier's Check, ask your closer when the closing is scheduled.

Orientation and Mail Away Closing Information

What is a Pre-Settlement Orientation?
Prior to closing, it is our practice for you to have a new home orientation and inspection, referred to as a Pre-Settlement Orientation (PSO) This orientation is conducted by your Customer Orientation Facilitator to demonstrate the operating features of your home, pointing out preventative maintenance, and to note anything requiring correction.

How do I schedule my Pre-Settlement Orientation?
When contacted by your Closing Coordinator to set up your settlement date, arrangements will be made at the same time to schedule a day and time to perform your new home orientation. Traditionally, this orientation is conducted prior to your closing.

How do I close on my home if I cannot be present?
Prior arrangements will be made through our closing department to close by mail, referred to as a "Mail Away Closing". First Florida Title Company will send your documents by Federal Express. You must return by Federal Express, a Certified Check with your executed documents or a wire transfer of funds prior to your settlement (closing) date.

How do I schedule my Pre-Settlement Orientation if I live out of town?

a. *If you will be arriving <u>within two (2) weeks</u> following your closing date, your Closing Coordinator will set a Pre-Settlement Orientation date at the time of scheduling your closing date. You will meet your Customer Orientation Facilitator at your new home at that scheduled date and time.*

b. *If your arrival is <u>beyond two (2) weeks</u> following your closing date, your Orientation will be conducted by your Quality Assurance Department at the next regularly scheduled Quality Assurance Inspection.*

Prior to your actual closing, your Customer Orientation Facilitator will:
- *Set your thermostat to 78F for cooling; fan switch to AUTO.*
- *Turn electric breaker off to hot water heater.*
- *Turn main water shutoff valve off.*
- *Disengage construction lock by inserting homeowner key into lock.*

House keys will be returned to your Closing Coordinator. Transeastern Homes will no longer have access to your home. The warranty on your new home commences the day of Settlement (Closing).

Can my Builder or my Sales Executive do my Pre-Settlement Orientation?
It is preferred to have someone other than a Transeastern Homes employee represent you. Please furnish in writing to our Closing Coordinator the name, address and telephone number of your representative. State you are giving your representative authorization to inspect your home and sign your Pre-Settlement Orientation Report on your behalf.

How do I schedule any corrective work if I am out of town following my Pre-Settlement Orientation?
Remember, Transeastern Homes will no longer have access to your new home following closing. You must, therefore, designate a personal representative and have that individual provide access for our contractors. Your personal representative must be present at all times while work is performed and lock-up your home upon their departure.

LAGUNA LAKES UTILITY INFORMATION

Utility companies must be contacted prior to your closing date or immediately following your closing. The utilities are in Transeastern's account so you will ask to TRANSFER account to your name. It is important that you change the account into your name or utilities will be discontinued three (3) days following your closing.

FLORIDA POWER & LIGHT COMPANY 239-334-7754
15834 Winkler Road; Ft. Myers, FL 33908 **Outside Florida 1-800-226-3545**
Hours: Monday – Friday 7:00 am-7:00 pm
You should call one week in advance for service

ONYX WASTE SERVICE 239-334-1224
Call to order recycle container
Hours: Monday – Friday 7:00 am-5:00 pm

Collection Days:		
50 LB. LIMIT	Trash pickup	MONDAY
	Recycling pickup	FRIDAY
	Horticultural pickup	WEDNESDAY

CENTURY COMMUNICATIONS (Cable, Alarm Monitoring) 1-888-386-9601
1140 Holland Drive, #8; Boca Raton, FL 33487
Hours: Monday – Friday 8:00 am – 5:00 pm

LEE COUNTY UTILITIES (Water/Sewer) 239-936-0247
$115.00 Deposit required for water & sewer
$35.00 service charge on the first bill
7401 College Parkway; Ft. Myers, FL 33907
Hours: Monday – Friday 8:00 am – 5:00 pm.
After Hour Emergency 239-479-8700

SPRINT (Telephone Service) 1-800-339-1811

FIRST FLORIDA TITLE SERVICE II, LLC 561-237-1200
One South Ocean Blvd, Suite 308 ***All questions, please use above Telephone Number***
Boca Raton, FL 33432
Closing will take place at: 9400 Gladiolus Drive, Suite 60; Ft. Myers, FL

SW PROPERTY MANAGEMENT COMPANY 239-261-3440

RELOCATION INFORMATION

Lee County Tax Collector's Office (Registering vehicle/plates) 239-339-6000
2480 Thompson Street, Ft. Myers, FL
Take your original automobile title, proof of Florida insurance (issued by a licensed Florida agent), and driver's license (Florida or out-of state).

FLORIDA DRIVER'S LICENSE Required to obtain within 30 days of becoming resident.
Fort Myers 11281 S. Cleveland Avenue 239-278-7192
Cape Coral 360 Santa Barbara Blvd. 239-574-1991
Homestead Exemption Information 239-339-6100
HealthPark Hospital 239-433-7799
News Press 239-335-0200
School District of Lee County 239-334-1102
Lee County Main Library 239-338-3150

Laguna L·A·K·E·S

CERTIFIELD MAIL RETURN RECEIPT REQUESTED

December 2, 2004

Patrick & Joanne Tardiff
313 Marc Drive
Toms River, NJ 08753-4225

RE: Pebble Beach H-201

Dear Patrick & Joanne:

Construction of your new Transeastern Home is nearing completion. In order to ensure that your settlement will be carried out smoothly and with a minimum of difficulty, we recommend that you read the following paragraphs carefully.

Soon your home will be completed. I will be contacting you by telephone at least **seven (7) days** prior to the exact closing date to schedule your closing and Pre-Settlement New Home Orientation. Your Customer Orientation Facilitator will be meeting you at your new home to familiarize you with our Quality Assurance Program and all aspects of your new residence. If there are any items needing attention, they must be noted at that time in writing by Cindy on the actual New Home Orientation Form.

First Florida Title Services II, LLC is the title company and responsible to:

1. Facilitate the closing of your home and obtaining the required documents from Transeastern Homes.
2. Prepare the Settlement Statement.
3. Assist you with the signing of your mortgage package once received from your Lender/Mortgage Company.
4. Record the deed and transfer of sale of the property with the local municipality.
5. Provide Title Insurance (both lender's and owners).
6. Provide your "cash-to-close" amounts.

Should you need to contact First Florida Title Services II, LLC, their telephone number is (866) 842-1200. A cashier's check from a South Florida bank made payable to First Florida Title Services II, LLC or a Statement of Wired Funds will be required at the closing. (Transeastern Homes will provide the Title Company with a copy of our Sales and Purchase Agreement; subsequent Change Orders, if any; final sales price and; home keys/ garage door remote/ entry gate remote.)

Your Lender/Mortgage Company is responsible to provide you with your mortgage options and ensure that your loan package is delivered to the Title Company at least twenty-four (24) hours prior to your closing.

As the Buyer, you are responsible to:

1. Obtain a Homeowners Insurance Policy and Flood Insurance, if applicable. If you do not yet have an insurance provider, we recommend Gateway Insurance Company for all of our customer's insurance needs (i.e. Homeowners, Flood, Life and Disability). Simply contact Nanette Sindone at (954) 735-5500, extension #404.
2. Contact your Lender/Mortgage Company and verify they are aware of your upcoming closing date.
3. Provide your Lender/Mortgage Company with any last minute documentation they have requested.
4. Ensure that you have ample cash funds available to close on your new home.

Your new home is the product of skilled workmanship combined with quality materials. Transeastern Homes is confident that you will be pleased with it. However, municipal inspections, utility company schedules or other conditions beyond our control may cause last minute delays in the scheduled closing date of your new home. Therefore, it is important to keep your plans flexible as your settlement date approaches. Also, please bear in mind that the anticipated closing period should not necessarily be considered your moving date. For your convenience, and in order for you to save expenses connected with the delay of your move, we suggest that you do not make definite plans for moving until I schedule the actual closing date with you by telephone at least seven (7) days prior to same.

Finally, please contact the utility companies (see list attached) prior to settlement to ensure that all utilities are turned on in your new home in your name on the closing date. If you have any questions regarding the above information, kindly contact me at (239) 481-9400 extension #101, or you may contact your Sales Executive.

We at Transeastern Homes believe that these suggestions will help ensure a smooth and timely settlement and we hope that you and your family will thoroughly enjoy your new home in the years ahead.

Sincerely,

Peggy Heinz

Peggy A. Heinz
Closing Coordinator
Transeastern Homes
Southwest Florida Division

cc: Kevin Jarrett

Attach: Utility List, Sprint Letter, Pre-Settlement Orientation Letters

Exterior Color Selection #7

MAB STORE

11680 METRO PKWY, #A
FT. MYERS
931-4151

Body & Garage Door -
Oat Cake

Trim -
Dove's Wing

Shutter & Front Door - Terrebonne

Laguna PAINTS

MAB PAINTS

FRESH KOTE #409 FLAT/LATEX

LL 19

Prospectus
For
Pebble Beach
At

A Condominium

PROSPECTUS

FOR

PEBBLE BEACH AT LAGUNA LAKES, A CONDOMINIUM

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

SUMMARY

1. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.

2. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

3. THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

4. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

5. THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

6. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

7. RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

PEBBLE BEACH AT LAGUNA LAKES, A CONDOMINIUM

TABLE OF CONTENTS FOR CONDOMINIUM DOCUMENTS

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Exhibit 1. Estimated Budget
Exhibit 2. Schedule of Closing Expenses
Exhibit 3. Floor Plans
Exhibit 4. Form Purchase Agreement
Exhibit 5. Escrow Agreement
Exhibit 6. Declaration of Condominium

- Exhibit A — Legal Description, Survey and Plot Plan of Property Initially in the Condominium
- Exhibit B — Plot Plan and Legal Description of additional Phases
- Exhibit C — Legal Description of Road Area
- Exhibit D — Condominium Association Articles of Incorporation
- Exhibit E — Condominium Association Bylaws

Exhibit 7. Rules and Regulations
Exhibit 8. Form Amendment Adding Phases
Exhibit 9. Master Declaration for Laguna Lakes

- Exhibit A — Legal Description
- Exhibit B — Articles of Incorporation of Laguna Lakes Community Association, Inc.
- Exhibit C — Bylaws of Community Association

Exhibit 10. Frequently Asked Questions and Answers Sheet
Exhibit 11. Evidence of Developer's Ownership or Contractual Interest
Exhibit 12. Receipt for Condominium Documents

PEBBLE BEACH AT LAGUNA LAKES, A CONDOMINIUM

PROSPECTUS

The information contained in this prospectus is provided pursuant to Florida Statutes, Section 718.504, in order to acquaint you, a prospective purchaser, with certain pertinent information concerning this condominium and to aid you in your decision to purchase a unit.

1. Name and location:

The name of the Condominium is PEBBLE BEACH AT LAGUNA LAKES, A CONDOMINIUM. The Condominium is located in Lee County Florida.

2. Description of the Condominium Property:

2.1 There may be a maximum of 25 phases contained within the Condominium. Each phase will contain one building, which may contain a minimum of 6 and a maximum of 12 Units, as set forth in paragraph 13.1 below. Each Unit may contain a minimum of 2 and a maximum of 4 bedrooms, and a minimum of 2 and a maximum of 3 bathrooms. There may be a maximum of 236 Units contained within the Condominium.

2.2 A copy of the plot plan and survey of the property which will initially be in the Condominium is contained in Exhibit "A" of the Declaration of Condominium, and a copy of the proposed plot plan and survey of the property that may be added to the Condominium is contained in Exhibit "B" of the Declaration of Condominium.

2.3 The estimated latest date of completion of the phase of the Condominium in which your Unit is located, if not now completed, will be set forth on Page 1 of your Purchase Agreement. The estimated latest completion date for the entire condominium is December 31, 2005

2.4 The maximum number of Units that will use facilities in common with the Condominium is 614 Units.

3. THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST:

The Condominium is created and being sold as fee simple interests. Accordingly, you will exclusively own your Unit and an undivided interest in the common elements.

4. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

The Developer has and does reserve the right to lease any Units which the Developer is unable to sell within a reasonable time, although the Developer's current plan does not include a program of leasing any Units. If your Unit will be subject to a lease, a copy of the lease will be attached as an exhibit to your Purchase Contract.

5. THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

The Board of Directors of the Condominium Association will initially consist of three (3) Directors. Pursuant to the Declaration and the Articles of Incorporation of the Condominium Association, the Developer currently has the right to appoint all of the Directors. Upon certain occurrences, as set forth in the Articles of Incorporation, and as provided by the Florida Condominium Act, the Unit Owners will be entitled to elect some or all of the Directors. In this regard, Florida Statutes, Section 718.301 (1) provides as follows:

> (1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

6. THE LEASE OF UNITS IS RESTRICTED OR CONTROLLED.

Pursuant to Paragraph 17.2 of the Declaration of Condominium, any lease of a Unit must be in writing and specifically be subject to the Declaration, the Articles, Bylaws, and Rules and Regulations of the Association, and a copy delivered to the Association prior to occupancy by the tenant(s). Without the prior written consent of the Board, which may be withheld in the Board's sole discretion, no lease of a Unit shall be for a term of less than three months, or more than one (1) year, and no UNIT may be leased more than once in any consecutive 12 month period.

7. Restrictions Imposed on the Use of Units.

Paragraph 17 of the Declaration of Condominium sets forth certain restrictions concerning the use of Units, the Condominium property, and the recreational facilities. In addition, certain other restrictions are set forth in the rules and regulations of the Condominium Association, a copy of which is included as Exhibit "7" of this Prospectus. These restrictions, rules and regulations have been imposed in the best interests of all of the Unit Owners within the Condominium to make the Condominium a pleasant, clean and enjoyable community. A summary of the more important restrictions, rules and regulations are as follows:

7.1 Units may be occupied and used for residential purposes only, and not for business, commercial or other purposes.

7.2 With the exception of temporary guests, no Unit may be occupied by more than two (2) persons for each bedroom in a Unit, without the prior written consent of the Condominium Association.

7.3 The exterior of all Units and all common elements are to be kept free of obstructions. No exterior alterations or improvements, including landscaping, are permitted without the prior written consent of the Condominium Association.

7.4 Only private passenger vehicles are permitted to be parked on the Condominium property without the consent of the Condominium Association.

7.5 No more than two cats, or two dogs, or one cat and one dog, is permitted in any Unit. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes and are exclusively and continuously confined to cages, tanks, or other similar enclosures.

7.6 No acts are permitted which are a nuisance or annoyance to other Unit Owners.

Please note there are no restrictions on children residing in the Condominium.

8. Utilities.

Utilities and other services will be provided as follows:

8.1 Electric service will be supplied by Florida Power and Light Company.

8.2 Telephone service will be supplied by Sprint

8.3 Sewage and waste disposal, and water supply, will be provided by Lee County.

8.4 Solid waste pick-up and disposal will be supplied by Lee County, or by a contractor of the Condominium Association.

8.5 Storm drainage will be provided by a positive drainage system which conducts flow into nearby lakes and canals.

9. Apportionment of Common Expenses.

Each Unit Owner of a Unit in the Condominium will be apportioned an equal share of the common expenses and ownership of the common elements equal to 1/X, "X" being the total number of Units in the Condominium from time to time.

10. Estimated Operating Budget and Assessments.

An estimated operating budget is attached to this Prospectus as Exhibit "1." Each Unit Owner will be assessed a quarterly assessment as set forth in the budget. The Developer will pay assessments for Units owned by the Developer as in the case of any other Unit Owner.

11. Estimated Closing Expenses.

A schedule of estimated closing expenses to be paid by each buyer of a unit is attached to this prospectus as Exhibit "2." A title insurance policy will be provided to each unit owner after the closing of the sale of the unit at the buyer's expense.

12. Identification of Developer.

The Developer of this Condominium is Transeastern Laguna Lakes, LLC, a Florida limited liability company. The principal directing the creation and sale of the Condominium is Marc Schnelderman, who has been involved in the development of one other condominium developments in the State of Florida. This is the first condominium developed by the Developer.

13. Description of Phasing.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

Paragraph 21 of the Declaration of Condominium describes the phasing of the Condominium, and a summary of the provisions of the Declaration providing for the phasing is as follows:

13.1 Each phase that is added to the Condominium will contain one Building. The Buildings may contain 2-4 bedroom UNITS having a minimum of 1789 and a maximum of 2,162 square feet. The number of UNITS that may be contained within each phase, which number set forth is both the minimum and the maximum number of units that may be constructed within the phase, is as follows:

Phase	Units
A, B, E, F, K, V	6
C, G	8
J, L, N, O, P, Q, R, S, W, X	10
D, H, I, M, T, U, Y	12

13.2 As and if one or more additional phases are added to the Condominium, each Unit Owner's undivided share in the common elements and the corresponding responsibility for the payment of common expenses and the ownership in the common surplus will be adjusted to reflect the increase in the number of Units in the Condominium caused by the addition of the phase, pursuant to the formula set forth in Paragraph 7 of the Declaration of Condominium.

13.3 No phase is permitted to be added to the Condominium more than seven (7) years after the date of recording of the Declaration of Condominium.

13.4 Although the Developer intends to develop and add all of the phases to the Condominium, the Developer reserves the right to not add any or all of the phases in its sole discretion, and accordingly the Developer does not have any duty, obligation or responsibility to cause any proposed phase or its improvements to be constructed and added to the Condominium, and nothing contained herein shall be deemed a representation or warranty on the part of the Developer that any additional phase will in fact be constructed and added to the Condominium. Pursuant to Paragraph 22 of the Declaration of Condominium, if any land is not added as a phase of the Condominium, the Developer or the owner of such land will have the right to develop the land in the Developer's or owner's sole discretion, and nothing

contained herein shall be deemed a representation or warranty that such land which is not added as a phase of the Condominium will be developed in any particular manner.

14. Insurance.

The Condominium Association is required to purchase casualty insurance for the Condominium, which will include the building in which your Unit will be located, and liability insurance for injuries to persons or property. However, these policies will not include coverage for any floor, wall or ceiling coverings within your Unit, or personal property and improvements you may make in your Unit, and may not include personal liability which you may have for personal injury or property damage caused by you or in your Unit. Like any other homeowner, casualty insurance for your personal property and improvements and individual personal liability insurance, will be your responsibility.

15. Easements.

The Condominium property will be subject to customary and usual ingress and egress and utility easements, which may include water, sewer, drainage, electricity, telephone, cable television, and other utility easements. In particular, if any of the phases are not added to the Condominium, such easements will exist in favor of the property within the phases which are not added to the Condominium.

16. Master Declaration for Laguna Lakes.

16.1 This Condominium is within a larger development known as Laguna Lakes ("Laguna Lakes").

16.2 Master Declaration. Laguna Lakes will be subject to a Master Declaration, which is included in Exhibit "9" of this Prospectus. Pursuant to the Master Declaration, an association known as the Laguna Lakes Community Association, Inc. has been formed. The purpose of the Master Association is to own and operate various common areas which will benefit all of Laguna Lakes, including any boundary walls and landscaping, entrance signs and treatments, common roads, all of the lakes, the surface water management system, and the recreational facilities.

All of the homeowners within Laguna Lakes, including Units Owners within this Condominium, will be required to pay assessments to the Master Association. If any Unit Owner fails to pay those assessments, the Master Association will have a lien against the Unit Owner's Unit, for the collection of such sum.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

16.3 Recreational Facilities. The Developer plans to construct various recreational facilities within Laguna Lakes. The recreational facility is planned to consist of the following:

(a) A swimming pool having approximately 1900 square feet of surface area, and a kiddie pool and a spa.

(b) A recreational building containing a great room, a meeting room, a kitchen, an athletic court, a fitness center, and a men's and a women's restroom.

(c) Personal property having a minimum value of $2,500.00.

Although the Developer reserves the right to construct these facilities at any time, the Developer commits to complete the facilities no later than one year after the first closing in the Condominium. When the recreational facilities are completed, they will be conveyed to the Master Association. Pursuant to the Master Declaration, all of the Unit owners and residents within Laguna Lakes, including the Unit owners and residents within this Condominium, will have the right to use the recreational facilities.

The description of the recreational facilities, as set forth above is preliminary and the Developer reserves the right to change the kind, size, and nature of the recreational facilities, and the location of same, and in particular, as set forth in Paragraph 3.14 of the Master Declaration, the Developer reserves the right to increase or add to the recreational facilities, or to expand the recreational facilities, without the consent of the Unit owners.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

16.4 Cable Television Service. Pursuant to the Master Declaration, the Developer has reserved the exclusive right to provide cable television and security services, and other services, for the Units in Laguna Lakes, or to permit others to supply such services. If such services are provided, then the cost of the basic service may be included in the assessments payable to the Master Association, and the Unit Owners may be given the opportunity to purchase additional or optional services such as premium cable television channels for an additional cost. The Developer may assign its right to provide cable television and security services to another cable television company, or may consent to another cable television company supplying such services, and in that event the Developer will be entitled to receive payments from the cable television company for such assignment or consent on such terms and conditions as the Developer and the cable television company may agree.

17. Special Taxing District: **Developer Hereby Discloses That This Condominium May Be Subject To A Special Taxing Or Community Development District (CDD).** In this regard, certain subdivision improvements, including but not limited to, earthwork, water and sewer lines and facilities, lakes and drainage facilities, and roads; and may be constructed/installed by the District. In that event, the District will impose assessments on the units in this condominium. These assessments will pay for the administration and operation of the District and the construction, operation, maintenance of the improvements made by the District. These assessments will be in addition to the County, City and/or other taxes and assessments that may be levied upon the property as provided by law. Please see your Laguna Lakes Sales Executive for more details.

04PROSPE

EXHIBIT-1
TO PROSPECTUS

ESTIMATED OPERATING BUDGET FOR 2003

PEBBLE BEACH AT LAGUNA LAKES, A CONDOMINIUM

	Phase Q Only 10 Units			All Phases 236 Units		
	Monthly	Quarterly	Annual	Monthly	Quarterly	Annual
Fees Payable to the Division	3.33	10.00	40.00	78.67	236.00	944.00
Administration of the Ass'n	8.83	26.48	105.93	208.33	625.00	2,500.00
Management Fees	100.00	300.00	1,200.00	2,360.00	7,080.00	28,320.00
Maintenance	678.98	2,036.93	8,147.71	16,023.83	48,071.50	192,286.00
Insurance	777.90	2,333.69	9,334.75	18,358.33	55,075.00	220,300.00
Operating Capital and Other Expenses	66.65	199.94	799.75	1,572.83	4,718.50	18,874.00
Roof Reserves	161.30	483.90	1,935.59	3,806.67	11,420.00	45,680.00
Building Paint Reserves	119.05	357.14	1,428.57	2,809.52	8,428.57	33,714.29
Asphalt Reserves	8.21	24.63	98.52	193.75	581.25	2,325.00
Capital Expenses and Deferred Maintenance	N/A		N/A	N/A		N/A
Utilities - Common Elements	600.99	1,802.97	7,211.86	14,183.33	42,550.00	170,200.00
Rent for Recreational and Other Commonly Used Facilities	N/A	N/A	N/A	N/A	N/A	N/A
Taxes Upon Association Property	N/A	N/A	N/A	N/A	N/A	N/A
Taxes Upon Leased Areas	N/A	N/A	N/A	N/A	N/A	N/A
Security Provisions	N/A	N/A	N/A	N/A	N/A	N/A
TOTALS:	2,525.22	7,575.67	30,302.68	59,595.27	178,785.82	715,143.29
ESTIMATED CONDOMINIUM ASSESSMENT PER UNIT WITH RESERVES	252.52	757.57	3,030.27	252.52	757.57	3,030.27
ESTIMATED CONDOMINIUM ASSESSMENT PER UNIT WITHOUT RESERVES	223.67	671.00	2,684.00	223.67	671.00	2,684.00
Community Association Assessment	136.67	410.00	1,640.00	136.67	410.00	1,640.00
TOTAL ASSESSMENT PER UNIT WITHOUT RESERVES:	360.33	1,081.00	4,324.00	360.33	1,081.00	4,324.00

NOTES TO ESTIMATED OPERATING BUDGET

1. This budget is for the calendar year beginning January 1, 2003 and ending December 31, 2003.

2. Assessments are due and payable on the first day of each quarter.

3. As additional phases are added to the Condominium, each item shown on the Estimated Operating Budget for Phase Q will be increased in proportion to the increased number of Units in the Condominium. This will result in the total amount of common expenses to be collected pursuant to the budget to be increased, although the actual budgeted assessment for each type of Unit will remain the same due to the increased number of Units in the Condominium.

4. The amounts shown on the Estimated Operating Budget are estimates of the expenses to be incurred by the Condominium Association. Because these expenses have been estimated prior to the construction and operation of the Condominium, it is anticipated the actual expenses as to any item, or as to the total expenses to be incurred, will be different from the amounts indicated in the budget based upon actual operation, and accordingly no representation is made as to the accuracy of the amounts shown on the Estimated Operating Budget. In addition, in the event it is determined that any of the phases will not in fact be added to the Condominium, then the Budget for the phases that have been added to the Condominium

may have to be increased due to the fact that it may be more expensive to operate a lesser number of units than would be in the Condominium if all of the phases were added.

5. Reserves for all phases are based on the following:

Phase Q only:

Reserve Item	Estimated Life in Years	Estimated Remaining Useful Life in Years	Estimated Cost of Replacement	Balance in Account
Roof	25	25	48,389.74	0.00
Paint	5	5	10,000.00	0.00
Pavement	20	20	1970.34	0.00

All Phases:

Reserve Item	Estimated Life in Years	Estimated Remaining Useful Life in Years	Estimated Cost of Replacement	Balance in Account
Roof	25	25	1,142,000.00	0.00
Paint	7	7	236,000.00	0.00
Pavement	20	20	46,500.00	0.00

The DEVELOPER intends to vote to waive reserves for the first two fiscal years of the Association pursuant to Florida Statutes, Section 718.112(2)(f)(2).

FORMS/CONDO05.BGT

EXHIBIT "2"

TO

PROSPECTUS

ESTIMATED CLOSING EXPENSES

Pursuant to Florida Statutes, Section 718.504(22), a schedule of the estimated closing expenses to be paid by a buyer of a unit is as follows:

1. The balance of the total purchase price, plus any unpaid extras.
2. A Working capital contribution to the Condominium Association equal to 2 months assessments, plus a prorated portion of the current Condominium assessment.
3. A pro rata portion of the current real estate taxes, and any municipal or interim service fee or tax, for the year of closing.
4. The premium for a policy of owners title insurance, the cost of the documentary stamp tax on the deed equal to $.70 per $100.00 or fraction of the principal, and the cost to record the deed, in addition, title search fee, settlement or closing fee, title examination fee and other closing expenses.
6. Purchaser's own insurance.
7. Attorneys' fees for purchaser's attorney, if any.

In addition, if the purchaser obtains a mortgage, additional costs may be required by the lender, which may include the following:

1. Intangible tax of .002 of the principal mortgage amount.
2. Stamp tax equal to $.35 per $100.00 or fraction of the principal mortgage amount.
3. Recording fees of $4.50 per page plus $1.50 additional for the first page
4. Application Fee.
5. Abstract charges.
6. Title insurance.
7. Appraisal fee.
8. Credit report.
9. Lender's title insurance policy.
10. Escrow for taxes and/or insurance.
11. Tax service fee.
12. Mortgage insurance.
13. Origination fee.
14. Discount points.
15. Prepaid interest.
16. Survey fee.
17. Attorneys' fees.
18. Any other charges imposed by purchaser's lender.

EXHIBIT "3"

TO

PROSPECTUS

1. The attached floor plans are the present floor plans offered by the Developer in the Condominium. The Developer reserves the right to offer additional floor plans, or to delete some of the floor plans being offered in the Condominium.

2. All dimensions shown on the floor plans are approximate, and changes in the floor plans may occur in the construction of the Units.

3. Any Unit may contain a floor plan which is the reverse or a mirror image of the attached floor plan.

07FLOOR

N03000008338

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

LL 34

CSC

CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 257768 7109989

AUTHORIZATION :

COST LIMIT : ~~$ 78.75~~ PPD

ORDER DATE : September 26, 2003

ORDER TIME : 11:42 AM

ORDER NO. : 257768-005

CUSTOMER NO: 7109989

CUSTOMER: Eric A. Simon, Esq
Eric A. Simon, P.a.

Suite 300
2825 University Drive
Coral Springs, FL 33065

DOMESTIC FILING

NAME: LAGUNA LAKES COMMUNITY
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
_____ CERTIFICATE OF LIMITED PARTNERSHIP
_____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY
_____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Amanda Haddan - EXT. 1155

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company ("DECLARANT"), owns certain property in Lee County, Florida (the "SUBJECT PROPERTY"), and intends to execute and record a Master Declaration for Laguna Lakes (the "DECLARATION") which will affect the SUBJECT PROPERTY. This association is being formed as the association to administer the DECLARATION, and to perform the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Lee County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the Bylaws of the COMMUNITY ASSOCIATION.

ARTICLE 1. - NAME AND ADDRESS

The name of the corporation is LAGUNA LAKES COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION." The initial address of the principal office of the COMMUNITY ASSOCIATION and the initial mailing address of the COMMUNITY ASSOCIATION is 3300 University Drive, Coral Springs, Florida 33065.

ARTICLE 2. - PURPOSE

The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2 To enforce and exercise the duties of the COMMUNITY ASSOCIATION as provided in the DECLARATION.

2.2.1 To promote the health, safety, welfare, comfort, and social and economic welfare of the members, and the OWNERS and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE 3. - POWERS AND DUTIES

The COMMUNITY ASSOCIATION shall have the following powers and duties:

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.

3.2 To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to, the following:

3.2.1 To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.2.2 To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the COMMUNITY ASSOCIATION, and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION'S powers and duties.

3.2.3 To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.

3.2.4 To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, UNITS and other property under the jurisdiction of the COMMUNITY ASSOCIATION.

3.2.5 To grant and modify easements, and to dedicate property owned by the COMMUNITY ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

3.2.6 To borrow money for the purposes of carrying out the powers and duties of the COMMUNITY ASSOCIATION.

3.2.7 To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the DECLARATION.

3.2.8 To obtain insurance as provided by the DECLARATION.

3.2.9 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and for proper operation of the properties for which the COMMUNITY ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

3.2.10 To sue and be sued.

3.2.11 To operate and maintain the surface water management system for the SUBJECT PROPERTY as permitted by the South Florida Water Management District (the "SFWMD"), including all lakes, retention areas, culverts and related appurtenances, as may be applicable, and to comply with the requirements of any permit issued by the SFWMD for the SUBJECT PROPERTY.

3.2.12 To contract for cable television, security and other services for the SUBJECT PROPERTY.

ARTICLE 4. - MEMBERS

4.1 MEMBERS.

4.1.1 PARCEL ASSOCIATION MEMBER. Each PARCEL ASSOCIATION shall be a MEMBER of the COMMUNITY ASSOCIATION. Such membership shall be established upon the filing of the articles of incorporation of the PARCEL ASSOCIATION with the Secretary of State of the State of Florida, and the recording of such articles of incorporation in the public records of the county in which the SUBJECT PROPERTY is located, along with, or as an exhibit to, a PARCEL DECLARATION.

4.1.2 DECLARANT. DECLARANT shall be a MEMBER of the COMMUNITY ASSOCIATION so long as DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT.

4.2 MEMBERS' Voting Rights. The total number of MEMBERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.2.1 Each PARCEL ASSOCIATION MEMBER shall have the number of votes equal to the number of UNITS within the PROPERTY operated by, or subject to the jurisdiction of, that PARCEL ASSOCIATION at the time of such vote. A PARCEL ASSOCIATION MEMBER shall cast its votes in the manner provided by the BYLAWS.

4.2.2 DECLARANT shall have three votes for each vote of any MEMBER other than DECLARANT, so long as DECLARANT is entitled to appoint a majority of the directors of the COMMUNITY ASSOCIATION, as hereafter provided, and thereafter DECLARANT shall have three votes for each UNIT and each PLANNED UNIT contained with the PROPERTY owned by DECLARANT, and contained within any portion of the property described in Exhibit "B" of the DECLARATION which may be added to the DECLARATION.

4.3 The BYLAWS shall provide for an annual meeting of the members of the COMMUNITY ASSOCIATION and shall make provision for special meetings.

ARTICLE 5. - TERM OF EXISTENCE

The COMMUNITY ASSOCIATION shall have perpetual existence.

ARTICLE 6. - INCORPORATOR

The name and street address of the incorporator is: Eric A. Simon, 2825 University Drive, Suite 300, Coral Springs, Florida 33065.

ARTICLE 7. - DIRECTORS

7.1 The property, business and affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be OWNERS.

7.2 All of the duties and powers of the COMMUNITY ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

7.3 The DECLARANT shall have the right to appoint all of the directors so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, or as otherwise provided by law. The DECLARANT may waive its right to elect one or more directors by written notice to the COMMUNITY ASSOCIATION, and thereafter such directors shall be elected by the members. When the DECLARANT no longer owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, all of the directors shall be elected by the members in the manner provided in the BYLAWS.

7.4 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the directors.

7.5 The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

Marc Schneiderman, 3300 University Drive, Coral Springs, Florida 33065
Maryann Crowell, 3300 University Drive, Coral Springs, Florida 33065
Cora DiFlore, 3300 University Drive, Coral Springs, Florida 33065

ARTICLE 8. - OFFICERS

The officers of the COMMUNITY ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from

office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President . . . . . .Marc Schneiderman
Vice President. . . . . .Maryann Crowell
Vice President/Secretary/Treasurer. . .Cora DiFiore

ARTICLE 9.- INDEMNIFICATION

9.1 The COMMUNITY ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the COMMUNITY ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the COMMUNITY ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the COMMUNITY ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

9.2 To the extent that a director, officer, employee or agent of the COMMUNITY ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

9.3 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized herein.

9.4 The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

9.5 The COMMUNITY ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or is or was serving at the request of the COMMUNITY ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the COMMUNITY ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 10. - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DECLARANT, the Directors and/or members in the manner provided by the BYLAWS.

ARTICLE 11. - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

11.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION.

11.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

11.5 If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

11.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale of all LOTS within the SUBJECT PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to Article VII.

11.7 No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the SUBJECT PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

11.8 Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE 12. - DISSOLUTION

In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal, of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION.

If the local government declines to accept the conveyance then the surface water management system, property containing the surface water management system and water management portions of the COMMON AREAS shall be dedicated to a similar non-profit corporation.

ARTICLE 13.

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the COMMUNITY ASSOCIATION shall be at 2825 University Drive, Suite 300, Coral Springs, Florida 33065. The initial registered agent of the COMMUNITY ASSOCIATION at that address is Eric A. Simon.

WHEREFORE, the incorporator, and the initial registered agent, have executed these ARTICLES on this 25th day of September, 2003. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

Eric A. Simon, as Incorporator and as Registered Agent

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25th day of September, 2003, by Eric A. Simon, as Incorporator and as Registered Agent. He is personally known to me.

NOTARY PUBLIC, State of Florida at Large

Cynthia S Voller
My Commission CC965666
Expires October 07 2004

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 SEP 26 PM 1:22

LL 41

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
2826 University Drive, Suite 300
Coral Springs, Florida 33065

Record & Return To:
FIRST FLORIDA TITLE SERVICES
ONE S. OCEAN BLVD. #308
BOCA RATON, FL 33432

INSTR # 5997823
Official Records BK 04083 PG 1622
RECORDED 10/06/2003 02:22:47 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 213.00
DEPUTY CLERK A Janke

MASTER DECLARATION FOR LAGUNA LAKES

This DECLARATION includes the following Exhibits:

Exhibit "A" - Legal Description of the SUBJECT PROPERTY (and LOT groups)
Exhibit "B" - Articles of Incorporation of COMMUNITY ASSOCIATION
Exhibit "C" - Bylaws of the COMMUNITY ASSOCIATION

THIS MASTER DECLARATION FOR LAGUNA LAKES is made this 1 day of October, 2003, by TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company ("DECLARANT").

DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION will also establish an association which may own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this DECLARATION, and will be given various other rights and responsibilities. The expenses of the association will be shared by the owners of the property.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as herein defined, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.1 APPROVING PARTY means DECLARANT, so long as DECLARANT owns any LOT, or until DECLARANT assigns its rights as the APPROVING PARTY to the COMMUNITY ASSOCIATION, and thereafter means the COMMUNITY ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY to the COMMUNITY ASSOCIATION in whole or in part. Notwithstanding the foregoing, DECLARANT, and not the COMMUNITY ASSOCIATION, shall be the APPROVING PARTY with respect to the initial construction of any improvements within the SUBJECT PROPERTY by any builder or developer.

1.2 ARTICLES means the Articles of Incorporation of the COMMUNITY ASSOCIATION, as same may be amended from time to time.

1.3 ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the COMMUNITY ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.4 COMMUNITY ASSOCIATION means the corporation established pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.5 BOARD means the Board of Directors of the COMMUNITY ASSOCIATION.

1.6 BYLAWS means the Bylaws of the COMMUNITY ASSOCIATION, as same may be amended from time to time.

1.7 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, which is now or hereafter (i) owned by the COMMUNITY ASSOCIATION, (ii) dedicated to the COMMUNITY ASSOCIATION on any recorded plat, (iii) required by any recorded plat or other recorded document to be maintained by the COMMUNITY ASSOCIATION, (iv) declared to be a COMMON AREA by this DECLARATION, or (v) intended to be a COMMON AREA by DECLARANT. COMMON AREAS may include, but are not limited to, parks, open areas, lakes, recreational facilities, roads, entranceways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.8 COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the COMMUNITY ASSOCIATION, including, but not limited to, the following:

1.8.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the COMMUNITY ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

1.8.2 Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA or the performance of the COMMUNITY ASSOCIATION's duties.

1.8.3 Expenses incurred in connection with the administration and management of the COMMUNITY ASSOCIATION.

1.8.4 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

1.8.5 Any amounts payable by the COMMUNITY ASSOCIATION to any other association or any governmental authority.

1.9 COMMON SURPLUS means the excess of all receipts of the COMMUNITY ASSOCIATION over the amount of the COMMON EXPENSES.

1.10 DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT or to have any rights of DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT or assign any rights of DECLARANT to any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records recorded in the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or any obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.11 DECLARATION means this document as it may be amended from time to time.

1.12 IMPROVEMENT means any building, fence, wall, patio area, driveway, walkway, landscaping, antenna, sign, mailbox, pool, or other structure or improvement, which is constructed, made, installed, placed or developed within or upon, or removed from, any LOT, and all exterior portions of a UNIT including exterior walls, roofs, enclosures, windows, doors, shutters, awnings, gutters and other exterior portions of a UNIT, and any change, alteration, addition or removal of same other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same.

1.13 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, or which encumbers any portion of the SUBJECT PROPERTY which is owned by DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER, and notwithstanding anything contained herein to the contrary, the holder of any such mortgage shall be entitled to all rights and protections granted to first mortgagees hereunder, whether or not such mortgage is a first mortgage.

1.14 LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or is intended to contain a UNIT, and shall include any UNIT constructed upon the LOT.

1.15 OWNER means the record owner(s) of the fee title to a LOT or UNIT.

1.16 PARCEL means any group of LOTS or UNITS or other portion of the SUBJECT PROPERTY which is designated as a PARCEL in Exhibit "A" of this DECLARATION, or in any amendment or supplement to this DECLARATION executed or consented to by DECLARANT or the COMMUNITY ASSOCIATION, or which share one or more common roads and/or is developed as a separate residential community in which the OWNERS of the LOTS or property comprising the PARCEL have a common interest separate and distinct from the interest of all of the OWNERS. Each PARCEL shall be subject to a separate PARCEL DECLARATION, and shall be operated by or subject to the jurisdiction of a PARCEL ASSOCIATION.

1.17 PARCEL ASSOCIATION means a non-profit corporation, other than the COMMUNITY ASSOCIATION, which is formed to administer a PARCEL DECLARATION, and whose members consist of the OWNERS within the PARCEL affected by the PARCEL DECLARATION. For purposes of this DECLARATION, the PARCEL affected by any PARCEL DECLARATION shall be deemed to be operated by, and subject to the jurisdiction of, the respective PARCEL ASSOCIATION.

1.18 PARCEL DECLARATION means a separate and distinct declaration of covenants and restrictions or declaration of condominium that affects one or more PARCELS and which contains provisions specially relating to such PARCELS, and which establishes a separate and distinct PARCEL ASSOCIATION to administer the PARCEL DECLARATION.

1.19 PARCEL DEVELOPER means a PERSON that executes a PARCEL DECLARATION, or the PERSON named as the PARCEL DEVELOPER in any PARCEL DECLARATION, or a PERSON which owns or contracts to purchase an entire PARCEL or all of the undeveloped LOTS or property within a PARCEL, or any PERSON who succeeds to all of the interests of the PARCEL DEVELOPER with respect to the applicable PARCEL other than a single LOT, or any PERSON who is assigned the rights of the PARCEL DEVELOPER with respect to the PARCEL pursuant to a written assignment executed by the then present PARCEL DEVELOPER and recorded in the Public Records of the County in which the SUBJECT PROPERTY is LOCATED. In any event, any subsequent PARCEL DEVELOPER shall not be liable for any actions or defaults of, or obligations incurred by, any prior PARCEL DEVELOPER, except as same may be expressly assumed by the subsequent PARCEL DEVELOPER.

1.20 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

1.21 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which as of the execution of this DECLARATION is the property described in Exhibit "A" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment.

1.22 UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, patio home, or residential condominium unit. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

2. COMMUNITY ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the COMMUNITY ASSOCIATION has been organized under the Laws of the State of Florida.

2.1 ARTICLES. A copy of the ARTICLES is attached hereto as Exhibit "B" and is hereby made a part of this DECLARATION.

2.2 BYLAWS. A copy of the BYLAWS is attached as Exhibit "C" and is hereby made a part of this DECLARATION.

2.3 Powers of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have all of the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the COMMUNITY ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the COMMUNITY ASSOCIATION.

2.4 Approval or Disapproval of Matters. Whenever the approval, consent, or decision of the OWNERS is required for any matter pursuant to this DECLARATION, the ARTICLES, or the BYLAWS, such approval, consent, or decision shall be made by a majority of the votes of the OWNERS present in person or by proxy at a duly called meeting of the COMMUNITY ASSOCIATION at which a quorum exists, in accordance with the ARTICLES and the BYLAWS, except for matters where a greater voting requirement is specified.

2.5 Acts of the COMMUNITY ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the COMMUNITY ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the COMMUNITY ASSOCIATION without a specific resolution. When an approval or action of the COMMUNITY ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the COMMUNITY ASSOCIATION deems appropriate, or the COMMUNITY ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

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2.7.2 DECLARANT. DECLARANT shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY.

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2.9 Current Lists of UNIT OWNERS. Upon request by the COMMUNITY ASSOCIATION, any PARCEL ASSOCIATION shall be required to provide the COMMUNITY ASSOCIATION with the names and addresses of all or any OWNERS which are members of the PARCEL ASSOCIATION.

3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION.

3.1 Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION.

3.1.1 By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located.

3.1.2 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, but the COMMUNITY ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the COMMUNITY ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

3.2 Use and Benefit. All COMMON AREAS shall be held by the COMMUNITY ASSOCIATION for the use and benefit of the COMMUNITY ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any LOT from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the COMMUNITY ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the COMMUNITY ASSOCIATION, and subject to any rules and regulations adopted by the COMMUNITY ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their LOTS.

3.3 Grant and Modification of Easements. The COMMUNITY ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the COMMUNITY ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the COMMUNITY ASSOCIATION.

3.4 Additions, Alterations or Improvements. The COMMUNITY ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of the OWNERS shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, or any property that may be added to the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 1 day of October, 200 3.

WITNESSES:

Print Name: ERIC A. SLIWA

Print Name: JILL SLIWA

TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company

By: TRANSEASTERN PROPERTIES, INC., a Florida corporation, its managing member

By:
Its: PRESIDENT
3300 University Drive
Coral Springs, Florida

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 1 day of October, 200 3 by Neil Eisner, as Vice President of TRANSEASTERN PROPERTIES, INC., a Florida corporation, managing member of TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

JILL A. SLIWA
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD190382
EXPIRES 05/14/2007
BONDED THRU 1-888-NOTARY1

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAGUNA LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on September 26, 2003, as shown by the records of this office.

The document number of this corporation is N03000008338.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-sixth day of September, 2003

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

EXHIBIT "B"

ERIC A. SIMON, P.A.
ATTORNEY AT LAW
2625 UNIVERSITY DRIVE, SUITE 300
CORAL SPRINGS, FI 33065

TELEPHONE (954) 757-9300
FAX (954) 757-9312
EMAIL easlm@aol.com

January 27, 2003

To: Division of Florida Land Sales,
Condominiums & Mobile Homes
Northwood Centre
1940 North Monroe Street
Tallahassee, Florida 32399-1033

Re: PEBBLE BEACH AT LAGUNA LAKES, A CONDOMINIUM
Lee County, Florida

I hereby certify that TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company, has an ownership or contractual interest in the land upon which the above-referenced condominium is to be developed.

Very truly yours,

Eric A. Simon
For the Firm

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
2826 University Drive, Suite 300
Coral Springs, Florida 33065

Record & Return To:
FIRST FLORIDA TITLE SERVICES
ONE S. OCEAN BLVD. #308
BOCA RATON, FL 33432

INSTR # 5997823
Official Records BK 04083 PG 1622
RECORDED 10/06/2003 02:22:47 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 213.00
DEPUTY CLERK A Janke

MASTER DECLARATION FOR LAGUNA LAKES

This DECLARATION includes the following Exhibits:

Exhibit "A" - Legal Description of the SUBJECT PROPERTY (and LOT groups)
Exhibit "B" - Articles of Incorporation of COMMUNITY ASSOCIATION
Exhibit "C" - Bylaws of the COMMUNITY ASSOCIATION

THIS MASTER DECLARATION FOR LAGUNA LAKES is made this 1st day of October, 2003, by TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company ("DECLARANT").

DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION will also establish an association which may own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this DECLARATION, and will be given various other rights and responsibilities. The expenses of the association will be shared by the owners of the property.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as herein defined, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS. The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.1 APPROVING PARTY means DECLARANT, so long as DECLARANT owns any LOT, or until DECLARANT assigns its rights as the APPROVING PARTY to the COMMUNITY ASSOCIATION, and thereafter means the COMMUNITY ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY to the COMMUNITY ASSOCIATION in whole or in part. Notwithstanding the foregoing, DECLARANT, and not the COMMUNITY ASSOCIATION, shall be the APPROVING PARTY with respect to the initial construction of any improvements within the SUBJECT PROPERTY by any builder or developer.

1.2 ARTICLES means the Articles of Incorporation of the COMMUNITY ASSOCIATION, as same may be amended from time to time.

1.3 ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the COMMUNITY ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.4 COMMUNITY ASSOCIATION means the corporation established pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.5 BOARD means the Board of Directors of the COMMUNITY ASSOCIATION.

1.6 BYLAWS means the Bylaws of the COMMUNITY ASSOCIATION, as same may be amended from time to time.

1.7 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, which is now or hereafter (i) owned by the COMMUNITY ASSOCIATION, (ii) dedicated to the COMMUNITY ASSOCIATION on any recorded plat, (iii) required by any recorded plat or other recorded document to be maintained by the COMMUNITY ASSOCIATION, (iv) declared to be a COMMON AREA by this DECLARATION, or (v) intended to be a COMMON AREA by DECLARANT. COMMON AREAS may include, but are not limited to, parks, open areas, lakes, recreational facilities, roads, entranceways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.8 COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the COMMUNITY ASSOCIATION, including, but not limited to, the following:

1.8.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the COMMUNITY ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

1.8.2 Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA or the performance of the COMMUNITY ASSOCIATION's duties.

1.8.3 Expenses incurred in connection with the administration and management of the COMMUNITY ASSOCIATION.

1.8.4 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

1.8.5 Any amounts payable by the COMMUNITY ASSOCIATION to any other association or any governmental authority.

1.9 COMMON SURPLUS means the excess of all receipts of the COMMUNITY ASSOCIATION over the amount of the COMMON EXPENSES.

1.10 DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT or to have any rights of DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT or assign any rights of DECLARANT to any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records recorded in the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or any obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.11 DECLARATION means this document as it may be amended from time to time.

1.12 IMPROVEMENT means any building, fence, wall, patio area, driveway, walkway, landscaping, antenna, sign, mailbox, pool, or other structure or improvement, which is constructed, made, installed, placed or developed within or upon, or removed from, any LOT, and all exterior portions of a UNIT including exterior walls, roofs, enclosures, windows, doors, shutters, awnings, gutters and other exterior portions of a UNIT, and any change, alteration, addition or removal of same other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same.

1.13 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, or which encumbers any portion of the SUBJECT PROPERTY which is owned by DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER, and notwithstanding anything contained herein to the contrary, the holder of any such mortgage shall be entitled to all rights and protections granted to first mortgagees hereunder, whether or not such mortgage is a first mortgage.

1.14 LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or is intended to contain a UNIT, and shall include any UNIT constructed upon the LOT.

1.15 OWNER means the record owner(s) of the fee title to a LOT or UNIT.

1.16 PARCEL means any group of LOTS or UNITS or other portion of the SUBJECT PROPERTY which is designated as a PARCEL in Exhibit "A" of this DECLARATION, or in any amendment or supplement to this DECLARATION executed or consented to by DECLARANT or the COMMUNITY ASSOCIATION, or which share one or more common roads and/or is developed as a separate residential community in which the OWNERS of the LOTS or property comprising the PARCEL have a common interest separate and distinct from the interest of all of the OWNERS. Each PARCEL shall be subject to a separate PARCEL DECLARATION, and shall be operated by or subject to the jurisdiction of a PARCEL ASSOCIATION.

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3.2 Use and Benefit. All COMMON AREAS shall be held by the COMMUNITY ASSOCIATION for the use and benefit of the COMMUNITY ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any LOT from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the COMMUNITY ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the COMMUNITY ASSOCIATION, and subject to any rules and regulations adopted by the COMMUNITY ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their LOTS.

3.3 Grant and Modification of Easements. The COMMUNITY ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the COMMUNITY ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the COMMUNITY ASSOCIATION.

3.4 Additions, Alterations or Improvements. The COMMUNITY ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of the OWNERS shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, or any property that may be added to the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

3.5 Utilities. The COMMUNITY ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the COMMUNITY ASSOCIATION, as a COMMON EXPENSE.

3.6 Taxes. The COMMUNITY ASSOCIATION shall pay all real and personal property taxes and assessments, if any, assessed against any property owned by the COMMUNITY ASSOCIATION, as a COMMON EXPENSE.

3.7 Insurance. The COMMUNITY ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

3.7.1 Hazard Insurance protecting against loss or damaged by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, excluding land, foundations, excavations, landscaping, and other items normally excluded from insurance coverage. The COMMUNITY ASSOCIATION shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the OWNERS.

3.7.2 Comprehensive General Liability Insurance protecting the COMMUNITY ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least $1,000,000 for any single occurrence or such lesser amount as is approved by the OWNERS.

3.7.3 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the COMMUNITY ASSOCIATION, covering the maximum funds that will be in the custody or control of the COMMUNITY ASSOCIATION or any managing agent, which coverage shall be at least equal to the sum of three (3) months assessments on all LOTS plus reserve funds.

3.7.4 Such other insurance as may be desired by the COMMUNITY ASSOCIATION, such as flood insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance.

3.7.5 All insurance purchased by the COMMUNITY ASSOCIATION must include a provision requiring at least 30 days written notice to the COMMUNITY ASSOCIATION before the insurance can be cancelled or the coverage reduced for any reason.

3.7.6 Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed $2,500.00 or such other sum as is approved by the BOARD.

3.7.7 Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the COMMUNITY ASSOCIATION, and shall have the right to require at least 30 days written notice to the INSTITUTIONAL LENDER before any insurance can be cancelled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the COMMUNITY ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the COMMUNITY ASSOCIATION, and to require the COMMUNITY ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering LOTS which secure the largest aggregate indebtedness shall control.

3.7.8 Waiver. If the BOARD determines that the insurance required to be purchased by the COMMUNITY ASSOCIATION pursuant to this Paragraph would be unduly expensive, or if such insurance is not obtainable, the COMMUNITY ASSOCIATION may purchase insurance with less coverage than specified above, provided the BOARD gets the approval of the OWNERS as to such action.

3.8 Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the COMMUNITY ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate

reimbursement therefor from the COMMUNITY ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

3.9 Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the COMMUNITY ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the OWNERS. If any landscaping within any COMMON AREA or any other property maintained by the COMMUNITY ASSOCIATION is damaged or destroyed, the COMMUNITY ASSOCIATION shall only be obligated to make such repairs to the landscaping as is determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the COMMUNITY ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

3.10 Maintenance of COMMON AREAS and other Property. The COMMUNITY ASSOCIATION shall maintain all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, and all improvements thereon, in good condition at all times. If pursuant to any easement the COMMUNITY ASSOCIATION is to maintain any improvement within any property, then the COMMUNITY ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the COMMUNITY ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. Without limitation, the COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, in or within 40 feet of any public or private road right-of-ways within or contiguous to the SUBJECT PROPERTY. To the extent the COMMUNITY ASSOCIATION assumes the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have an easement and right to enter upon such property in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the COMMUNITY ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, the DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any improvement thereon, or any other portion of the SUBJECT PROPERTY to be maintained by the COMMUNITY ASSOCIATION, the OWNER shall be liable to the COMMUNITY ASSOCIATION for the cost of repair or restoration to the extent not covered by the COMMUNITY ASSOCIATION's insurance, and to the extent such liability exists under the laws of the State of Florida.

3.11 Surface Water Management System.

3.11.1 The COMMUNITY ASSOCIATION is responsible for the operation and maintenance of the surface water management system for the SUBJECT PROPERTY. The COMMUNITY ASSOCIATION is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the surface water management system.

3.11.2 It is acknowledged the surface water management and drainage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the SUBJECT PROPERTY, provided however that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from

time to time. The surface water management and drainage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of the SFWMD and/or any other controlling governmental authority. The COMMUNITY ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management and drainage system for the SUBJECT PROPERTY, including but not limited to all lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the SUBJECT PROPERTY or are owned by the COMMUNITY ASSOCIATION. Such maintenance shall be performed in conformance with the requirements of the SFWMD, and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the COMMUNITY ASSOCIATION shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any portion of the SUBJECT PROPERTY which is not a COMMON AREA or contiguous to a COMMON AREA or which is not otherwise to be maintained by the COMMUNITY ASSOCIATION pursuant to this DECLARATION.

3.11.3 SFWMD, or any other controlling governmental authority, shall have the right to take enforcement action, including a civil action for an injunction and penalties, against the COMMUNITY ASSOCIATION to compel it to correct any outstanding problems with the surface water management system facilities under the responsibility or control of the COMMUNITY ASSOCIATION, or to otherwise enforce the COMMUNITY ASSOCIATION's obligations hereunder. Without limitation, in the event the COMMUNITY ASSOCIATION fails to perform its obligations hereunder, SFWMD, or any other controlling governmental authority shall have the right to perform the obligations of the COMMUNITY ASSOCIATION, and in that event the COMMUNITY ASSOCIATION shall pay such governmental authority all costs incurred in connection therewith within 10 days after written demand, plus interest at the highest rate permitted by law. In any legal proceedings arising out of this paragraph to enforce the obligations of the COMMUNITY ASSOCIATION, the prevailing party shall be entitled to recover its costs and attorneys fees from the losing party.

3.11.4 All OWNERS and beneficiaries of the dedicated property and corresponding infrastructure, including the surface water management system, shall have the right to enforce the maintenance covenants against the COMMUNITY ASSOCIATION.

3.12 Compliance with Permits and Approvals. It is acknowledged that in connection with the development of the SUBJECT PROPERTY various permits and approvals will be issued by various governmental and quasi-governmental authorities. If any permit or approval provides for continuing maintenance, monitoring, or other obligations, relating to the COMMON AREAS or any other portions of the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION shall be responsible for same, and shall also be required to comply with any other governmental requirements relating to the COMMON AREAS. DECLARANT shall have the right to assign to the COMMUNITY ASSOCIATION the obligation to comply with any permit or approval relating to the SUBJECT PROPERTY which provides for or contemplates continuing maintenance, monitoring, or other obligations, and any such assignment shall be binding on the COMMUNITY ASSOCIATION, but regardless of any such assignment the COMMUNITY ASSOCIATION shall be obligated to comply with any such continuing maintenance, monitoring, or other obligations, unless any such obligations are assigned by DECLARANT to any other PERSON. The COMMUNITY ASSOCIATION shall indemnify and hold DECLARANT harmless from any claims, damages, or losses of any kind or nature whatsoever relating the COMMUNITY ASSOCIATION's failure to comply with its responsibilities hereunder after DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION. Notwithstanding anything contained herein to the contrary, if any OWNER shall violate any permit or approval, which violation results in the COMMUNITY ASSOCIATION incurring any expense or liability, such OWNER shall be liable for any and all expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

3.13 Mortgage and Sale of COMMON AREAS. The COMMUNITY ASSOCIATION shall not encumber, sell or transfer any COMMON AREA owned by the COMMUNITY ASSOCIATION without the approval of 2/3 of the votes of all of the OWNERS, excluding DECLARANT, provided, however, that the COMMUNITY ASSOCIATION may dedicate any COMMON AREA to any governmental authority. Notwithstanding the foregoing, if DECLARANT changes the location of any unconveyed LOTS such that a portion of the COMMON AREA would be within a relocated LOT, then the COMMUNITY ASSOCIATION shall have the right without the approval of the OWNERS to convey such portion of the COMMON AREAS to DECLARANT, and in connection therewith, DECLARANT shall convey to the COMMUNITY ASSOCIATION any property which will be a COMMON AREA due to the relocation of the LOTS. If ingress or egress to any LOT is through any COMMON AREA, any conveyance or

encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such LOT, unless alternative ingress and egress is provided to the OWNER(S).

3.14 Special Provisions Regarding Recreational Facilities. It is acknowledged DECLARANT plans to construct various recreational facilities within the SUBJECT PROPERTY, which are planned to include a swimming pool and deck, a cabana building, and various personal property associated therewith, the kind, value and nature of which shall be determined in DECLARANT's sole discretion, and DECLARANT reserves the right to increase or add to the foregoing recreational facilities, or to expand the recreational facilities, without the consent of the OWNERS or the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, DECLARANT shall have no obligation to complete the recreational facilities or to convey same to the COMMUNITY ASSOCIATION until one year after the closing of the first UNIT within the SUBJECT PROPERTY. DECLARANT shall have the right to use any recreational facility, or any portion thereof, for office or sales purposes, as may be desired by DECLARANT in its sole discretion, so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY.

3.15 Controlled Access Facility. It is acknowledged that DECLARANT may, but will not be required to, construct a controlled access facility at the entrance to the SUBJECT PROPERTY, which may include a building intended to be staffed, or which may contain an access entry system not intended to be staffed. So long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, if the facility is to be staffed, DECLARANT shall have the right to determine, in its sole discretion, whether, and during what hours the facility will be staffed. If provided, all costs associated with any Controlled Access Facility will be a COMMON EXPENSE. DECLARANT, and any builder constructing UNITS within the SUBJECT PROPERTY, their contractors and suppliers, and their respective agents and employees, and any prospective purchasers of new UNITS, shall be given free and unimpeded access through any such Controlled Access Facility, subject only to such controls and restrictions as are agreed to in writing by DECLARANT. In addition, any governmental authority, any public utility company, and any entity providing utility services, cable television, home monitoring, internet, or other services to the OWNERS pursuant to an agreement with the COMMUNITY ASSOCIATION, shall be given free and unimpeded access through any such Controlled Access Facility, subject only to such controls and restrictions as are agreed to in writing by them. If the COMMUNITY ASSOCIATION attempts to restrict or control access into the SUBJECT PROPERTY through means not approved by the foregoing, the foregoing may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the foregoing, and the foregoing shall have no liability in this regard.

3.16 Termination of Common Area. In the event any portion of the SUBJECT PROPERTY which is dedicated to the COMMUNITY ASSOCIATION on any plat is platted into a LOT pursuant to a plat or replat of the SUBJECT PROPERTY or any portion thereof recorded in the public records of the county in which the SUBJECT PROPERTY is located, same shall automatically divest the COMMUNITY ASSOCIATION of any interest in such COMMON AREA, without the joinder or execution by the COMMUNITY ASSOCIATION or any UNIT OWNER in the plat or any other instrument. In connection therewith, the COMMUNITY ASSOCIATION shall have the right to execute a deed of such COMMON AREA that is replatted into a LOT to DECLARANT, or to any other person, but no such deed shall be required to divest the COMMUNITY ASSOCIATION of its interest in such COMMON AREA which is replatted into a LOT.

3.17 Warranties. Any property conveyed to the COMMUNITY ASSOCIATION by DECLARANT will be conveyed in a "where is, as is" condition, and any such property will be conveyed and/or any improvements to the COMMON AREAS made by DECLARANT without any warranty, including but not limited to any warranty of merchantability or of fitness for a particular purpose, or the adequacy of the size or capacity in relation to the utilization or operation thereof. However, DECLARANT will assign to the COMMUNITY ASSOCIATION any warranties which received from contractors, manufacturers or suppliers.

4. EASEMENTS. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

4.1 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees.

4.2 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.3 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time with the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall only be under the LOT, and shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved at the expense of the applicable OWNER, and an easement for such entry is hereby reserved; provided such right of access shall not unreasonably interfere with the OWNER's permitted use of the LOT.

4.4 Easements for Walls and Entrance Treatments. DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, shall have the right to construct walls, fences, signage, and entrance features, on any LOTS contiguous to the boundaries of the SUBJECT PROPERTY or any roads entering into the SUBJECT PROPERTY, and in that event the COMMUNITY ASSOCIATION shall have an easement for same, and for the maintenance, repair and reasonable replacement of same.

4.5 Encroachments. If any portion of the COMMON AREAS encroaches upon any LOT; if any UNIT or other improvement encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the COMMUNITY ASSOCIATION, (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON AREAS; or (v) any non-purposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

4.6 Easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the LOTS and the COMMON AREAS.

4.7 Additional Easements. DECLARANT (so long as it owns any portion of the SUBJECT PROPERTY, or any property that may be added to the SUBJECT PROPERTY) and the COMMUNITY ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of DECLARANT or any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements benefitting or affecting the SUBJECT PROPERTY. In connection with the grant, modification, relocation, abandonment or termination of any easement, DECLARANT reserves the right to relocate roads, parking areas, utility lines, and other improvements upon or serving the SUBJECT PROPERTY. So long as the foregoing will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no consent of any OWNER or any

mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the consent of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DECLARANT and/or the COMMUNITY ASSOCIATION as their attorney-in-fact for the foregoing purposes.

4.8 Sale and Development Easement. DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required by DECLARANT in connection with the development, construction, sale and promotion, or leasing, of any LOT or UNIT within the SUBJECT PROPERTY or within any other property owned by DECLARANT.

5. MAINTENANCE OF THE SUBJECT PROPERTY.

5.1 By the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE, the following portions of the SUBJECT PROPERTY, and shall have an easement over the LOTS and the irrevocable right of access to the LOTS and the UNITS from time to time during reasonable hours as may be necessary in connection with the COMMUNITY ASSOCIATION's maintenance obligations:

5.1.1 COMMON AREAS. The COMMUNITY ASSOCIATION shall maintain all COMMON AREAS, or other areas for which the duty to maintain has been delegated to and accepted by the COMMUNITY ASSOCIATION, and all paving, parking areas, landscaping and improvements contained thereon from time to time.

5.1.2 Utility Services. The COMMUNITY ASSOCIATION shall maintain all utility meters, lines and facilities not owned or maintained by any governmental authority or utility company, except for utility services located within any LOT, which serve only the LOT or the UNIT on the LOT.

5.1.3 Water Irrigation System. It is acknowledged there will be an overall irrigation system for the SUBJECT PROPERTY, which will use reclaimed water for irrigation purposes. The COMMUNITY ASSOCIATION shall maintain and the irrigation system throughout the SUBJECT PROPERTY. Notwithstanding the foregoing, if any OWNER, or PARCEL ASSOCIATION, installs any improvements on the OWNER'S LOT, or the PARCEL ASSOCIATION's PARCEL, which requires any portion of any irrigation system on or contiguous to the OWNER'S LOT, or the PARCEL ASSOCIATION's PARCEL, to be repaired or reconfigured, the OWNER or PARCEL ASSOCIATION shall be required to repair and/or reconfigure the irrigation system in a manner that is approved by the COMMUNITY ASSOCIATION and which does not adversely affect the operation of the system.

5.1.4 Surface Water Management System. The COMMUNITY ASSOCIATION shall operate and maintain the surface water management system for the SUBJECT PROPERTY, including but not limited to all lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related facilities, in conformance with the requirements of any controlling governmental authority.

5.1.5 Other Property. The COMMUNITY ASSOCIATION shall have the right to maintain such other areas within or contiguous to the SUBJECT PROPERTY as the BOARD determines from time to time is in the best interest of the OWNERS, and the cost of any such maintenance shall be a COMMON EXPENSE. In particular, the COMMUNITY ASSOCIATION shall have the right to maintain landscaping within any road right-of-way contiguous to the SUBJECT PROPERTY, to the edge of the pavement within such right-of-way, and if any lake or canal is contiguous to the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION shall have the right to maintain landscaping to the waterline of any such lake or canal. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER.

5.1.6 Special Maintenance Required by OWNERS. Notwithstanding the foregoing, if for any reason any maintenance which would not otherwise then be performed by the COMMUNITY ASSOCIATION is required due to the actions of any OWNER, or the residents of any UNIT, or their guests or invitees, the OWNER of the UNIT shall be responsible for the cost of such maintenance and may be assessed for such cost by the COMMUNITY ASSOCIATION. In addition, if any OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any improvement

thereon, the OWNER of such UNIT shall be liable to the COMMUNITY ASSOCIATION for the cost of repair or restoration to the extent not covered by the COMMUNITY ASSOCIATION's insurance.

5.2 By the OWNERS. Each OWNER shall maintain his UNIT and all improvements upon his LOT in first class condition, except the landscaping and irrigation system which is to be maintained by the COMMUNITY ASSOCIATION as provided above. The exterior of all UNITS including but not limited to roofs, walls, exterior doors, and garage doors, windows, patio areas, pools, screenings, awnings, and other portions of the exterior of the UNITS shall be maintained in first-class condition and repair and in a neat and attractive manner. Exterior maintenance, including painting and pressure cleaning, shall be periodically performed as reasonably necessary. Any OWNER intending to paint his UNIT or the other IMPROVEMENTS on this LOT shall obtain the consent of the APPROVING PARTY as to the color of the paint that will be used, which in any event shall be harmonious with other IMPROVEMENTS within the SUBJECT PROPERTY. No unsightly peeling of paint or discoloration of same, mildew, rust deposits, dirt, or deterioration shall be permitted. All sidewalks, driveways and parking areas within the OWNER's LOT or serving the OWNER's UNIT shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced, and/or resurfaced as necessary.

6. ARCHITECTURAL CONTROL FOR EXTERIOR CHANGES.

6.1 Purpose. The APPROVING PARTY shall have the right to exercise architectural control over all IMPROVEMENTS, to assist in making the entire SUBJECT PROPERTY a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any IMPROVEMENT including, but not limited to, size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria.

6.2 OWNER to Obtain Approval. No OWNER shall make any IMPROVEMENT, and no OWNER shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY.

6.3 Request for Approval. Any request for approval by the APPROVING PARTY of any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a reasonable fee to any PERSON requesting architectural approval, including where applicable the fee of any architect or engineer hired by the APPROVING PARTY to review any plans or specifications, provided that the APPROVING PARTY shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. The APPROVING PARTY shall not be obligated to review or approve any plans and specifications until such fee is paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any property, but may be withheld due to aesthetic considerations.

6.4 Approval. The APPROVING PARTY shall notify the OWNER of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications or other materials, by written notice within 30 days after request for such approval is made in writing to the APPROVING PARTY, and all documents, plans and specifications, and other materials required by the APPROVING PARTY in connection with such approval have been submitted. In the event the APPROVING PARTY fails to disapprove any request within such 30 day period, the request shall be deemed approved and upon request the APPROVING PARTY shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the APPROVING PARTY in connection with the approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the APPROVING PARTY approves, or is deemed to have approved, any IMPROVEMENT, the OWNER requesting approval may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the APPROVING PARTY's approval, and shall not

make any material changes without the approval of the APPROVING PARTY. If the APPROVING PARTY approves any IMPROVEMENT, same shall not require the APPROVING PARTY, or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER.

6.5 Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, minimum guidelines, criteria and/or standards which will be used by it in connection with its exercise of architectural control, provided however that same shall not apply to any previously existing or approved IMPROVEMENT. The foregoing may include, but are not limited to, minimum square footage, maximum height, minimum set-back, and minimum landscaping requirements.

6.6 Inspections. Upon the completion of any IMPROVEMENT, the applicable OWNER shall give written notice of the completion to the APPROVING PARTY. Within 90 days thereafter, the APPROVING PARTY shall have the right to inspect the IMPROVEMENT and notify the OWNER in writing that the IMPROVEMENT is accepted, or that the IMPROVEMENT is deficient because it was not completed in conformance with the approved plans and specifications or in a manner otherwise acceptable to the APPROVING PARTY, specifying the particulars of such deficiencies. Within 30 days thereafter the OWNER shall correct the deficiencies set forth in the notice, and upon completion of the work the APPROVING PARTY shall again be given a notice of the completion, and the provisions of this Paragraph shall again become operative. If the APPROVING PARTY fails to notify the OWNER of any deficiencies within 90 days after receipt of a notice of completion the IMPROVEMENT shall be deemed to have been accepted by the APPROVING PARTY.

6.7 Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval given or deemed given by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief to require the applicable OWNER to stop, remove and/or alter any IMPROVEMENT in a manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it. If DECLARANT is the APPROVING PARTY, then in connection with the enforcement of this section, DECLARANT shall have all of the rights of enforcement granted to the COMMUNITY ASSOCIATION pursuant to this DECLARATION, including but not limited to the right to impose fines, and to assess and lien for costs and expenses incurred in enforcing this section, except that any fines shall be paid to the COMMUNITY ASSOCIATION. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this Paragraph have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this section. Any action to enforce this Section must be commenced within 1 year after notice of the violation by the APPROVING PARTY, or within 3 years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to enforce the provisions of this Paragraph.

6.8 No Liability. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any OWNER due to the exercise or non-exercise of such control, or the approval or disapproval of any IMPROVEMENT. Furthermore, the approval of any plans or specifications or any IMPROVEMENT shall not be deemed to be a determination or warranty that such plans or specifications or IMPROVEMENT are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any defect or deficiency in such plans or specifications or IMPROVEMENT, or any injury resulting therefrom.

6.9 Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by any OWNER must be in compliance with the requirements of all controlling governmental authorities, and the OWNER shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER obtaining a building permit for same, or providing the APPROVING

PARTY written evidence from the controlling governmental authority that such permit will not be required, and in that event the OWNER shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is obtained and submitted to the APPROVING PARTY.

6.10 Construction by Licensed Contractor. If a building permit is required for any IMPROVEMENT made by any OWNER, then the IMPROVEMENT must be installed or constructed by a licensed contractor unless otherwise approved by the APPROVING PARTY, and in any event must be constructed in a good and workmanlike manner.

6.11 Certificate. Within 10 days after the request of any OWNER, the APPROVING PARTY shall issue without charge a written certification in recordable form as to whether or not the IMPROVEMENTS located upon the OWNER's LOT comply with the provisions of this DECLARATION.

6.12 Effect of PARCEL ASSOCIATION. If a PARCEL ASSOCIATION is also granted the right to exercise architectural or similar control pursuant to a recorded declaration with respect to any PROPERTY, then any OWNER seeking architectural approval from the APPROVING PARTY shall first be required to obtain such approval in writing from the PARCEL ASSOCIATION; however, no approval given by any PARCEL ASSOCIATION shall be binding upon the APPROVING PARTY.

7. USE RESTRICTIONS.

7.1 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted, without the prior written consent of the APPROVING PARTY. No OWNER shall relocate any outside air conditioning compressor serving his UNIT without the prior written consent of the APPROVING PARTY.

7.2 Automobiles, Vehicles and Boats. Only automobiles, non-commercial vans and pick-up trucks, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no truck with more than two axles, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages without the consent of the APPROVING PARTY. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The OWNER and residents of any UNIT may not keep more than two vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the APPROVING PARTY. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the APPROVING PARTY. No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an annoyance to the residents of the SUBJECT PROPERTY, and if the APPROVING PARTY determines the operation of any such vehicle creates an annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the APPROVING PARTY, the vehicle shall not be operated within the SUBJECT PROPERTY.

7.3 Basketball Backboards. No permanently installed basketball backboards are permitted. No portable basketball backboards may be kept outside of a UNIT overnight or when not in use.

7.4 Business or Commercial Use. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted by a UNIT OWNER or resident of a UNIT outside of the UNIT, if in connection therewith customers, patients or the like come to the UNIT or if such non-residential use is otherwise apparent from the exterior of the UNIT. The foregoing shall not preclude

(i) the leasing of UNITS in accordance with this DECLARATION; or (ii) activities associated with the construction, development and sale of the SUBJECT PROPERTY or any portion thereof.

7.5 Clotheslines and Outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the APPROVING PARTY shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing. In any event outdoor clothes drying will only be permitted behind a UNIT, in an area which is screened from view from adjoining roads within the SUBJECT PROPERTY. Only portable outdoor clothes-drying facilities approved by the APPROVING PARTY will be permitted, and same shall be removed when not in use.

7.6 COMMON AREAS. Nothing shall be stored, constructed, placed within, or removed from any COMMON AREA by any OWNER other than DECLARANT, unless approved by the APPROVING PARTY.

7.7 Damage and Destruction. In the event any UNIT or other IMPROVEMENT is damaged or destroyed, the OWNER of the UNIT or IMPROVEMENT, shall repair and restore same as soon as is reasonably practical to the same condition that the UNIT or IMPROVEMENT was in prior to such damage or destruction, or shall remove the damaged UNIT or IMPROVEMENT and restore the applicable LOT to a clean, neat and safe condition as soon as is reasonably practical, unless otherwise approved by the APPROVING PARTY.

7.8 Driveways. No asphalt or gravel driveways, walkways or sidewalks are permitted, and all driveways, sidewalks and walkways must be constructed with an upgraded, stabilized hard surface approved by the APPROVING PARTY. All driveways and walkways must be constructed with concrete, stamped concrete or brick pavers.

7.9 Easements.

7.9.1 "Drainage and/or Utility Easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction, and repair of drainage facilities, including, but not limited to, canals, pumps, pipes, inlets, and outfall structures and all necessary appurtenances thereto and underground utility facilities, including, but not limited to, power, telephone, sewer, water, gas, irrigation, lighting, and television transmission purposes. Within these easements, no improvement or other material shall be placed or permitted to remain or alteration made which:

7.9.1.1 May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

7.9.1.2 May materially damage the direction of flow or drainage channels in the easements or may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

The portions of the SUBJECT PROPERTY designated as Drainage and/or Utility Easements and all improvements thereon shall be maintained continuously by the OWNER of such portion of the SUBJECT PROPERTY, except for those improvements for which a public authority or utility company is responsible.

7.10 Exterior Changes, Alterations and Improvements. No OWNER shall make any IMPROVEMENT, without the prior written consent of the APPROVING PARTY, as required by Paragraph 6 of this DECLARATION.

7.11 Fences. Fences shall not be permitted on any LOT without the consent of the APPROVING PARTY. The APPROVING PARTY, in approving any fence as elsewhere provided, shall have the right to require all fences throughout the SUBJECT PROPERTY to be one or more specified standard type(s) of construction and material, and shall have the right to prohibit any other types of

fences, and shall further have the right to change such standard as to any new fences from time to time, as the APPROVING PARTY deems appropriate.

7.12 Garages. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area. All garage doors shall remain closed when not in use.

7.13 Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up, shall not be permitted to unreasonably accumulate, and shall not be placed or dumped on any portion of the SUBJECT PROPERTY, including any COMMON AREA, not intended for such use, or on any property contiguous to the SUBJECT PROPERTY. Garbage, trash, refuse or rubbish that is required to be placed along any road or in any particular area in order to be collected may be so placed after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. Except when so placed for collection, all containers, dumpsters or garbage facilities shall be kept inside a UNIT. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. No noxious or offensive odors shall be permitted. In any event, trash removal for the OWNERS will not be provided by the COMMUNITY ASSOCIATION, and will not be a COMMON EXPENSE.

7.14 Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas, and shall be appropriately landscaped, as approved by the APPROVING PARTY so that they will be substantially concealed or hidden from any eye-level view from any street or adjacent property.

7.15 Lakes and Canals. No swimming or boating is allowed in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall deposit or dump any garbage or refuse in any lake or canal within or contiguous to the SUBJECT PROPERTY.

7.16 Landscaping. The landscaping of any LOT, and any material modifications, additions, or substitutions thereof, must be approved by the APPROVING PARTY. No OWNER shall do anything to adversely affect the common irrigation system or the operation of same as determined by the BOARD. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the APPROVING PARTY. No artificial grass, plants, or other artificial vegetation shall be placed or maintained outside of a UNIT without the consent of the APPROVING PARTY.

7.17 Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 6 months, without the consent of the APPROVING PARTY.

7.18 Mailboxes. No mailboxes are permitted except for common mailboxes supplied by DECLARANT or the COMMUNITY ASSOCIATION.

7.19 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

7.20 Occupancy. No UNIT shall be permanently occupied by more than five persons for a two bedroom UNIT, and two additional persons for each additional bedroom or den in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

7.21 Outside Antennas and Flag Poles. No outside signal receiving or sending antennas, dishes or devices are permitted which are visible from the exterior of a UNIT without the consent of the APPROVING PARTY, except for digital satellite dishes not exceeding 18" in diameter which are located in the rear of the UNIT and not visible from adjoining streets. The foregoing shall not prohibit any

antenna or signal receiving dish owned by the APPROVING PARTY which services the entire SUBJECT PROPERTY. No flag poles are permitted without the consent of the APPROVING PARTY.

7.22 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment approved by the APPROVING PARTY, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition.

7.23 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. As regards cats and dogs, only 2 such pets are permitted in any UNIT except with the written consent of the APPROVING PARTY, which may granted or withheld in the APPROVING PARTY's discretion. No pit bull terriers are permitted without the consent of the APPROVING PARTY, which may be withheld in its sole discretion. In any event, only dogs and cats will be permitted outside of the permanently enclosed air conditioned living space of a UNIT, and no pet other than a cat or dog shall be permitted outside of such portion of a UNIT, including but not limited to any screened in porch or patio, without the consent of the APPROVING PARTY. No dog shall be kept outside of a UNIT, or in any screened-in porch or patio, unless someone is present in the UNIT. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to the other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

7.24 Playground Equipment. No OWNER shall install any sports, recreational or toddler/children equipment on his LOT or on the exterior of his UNIT without the prior written consent of the APPROVING PARTY.

7.25 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, sheds, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise.

7.26 Recreational Facilities. The BOARD shall have the right to make reasonable rules and regulations regarding the recreational facilities as the BOARD deems desirable from time to time.

7.27 Signs. No sign shall be placed upon any LOT or other portion of the SUBJECT PROPERTY, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this Paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

7.28 Solar Collectors. Solar collectors are permitted, provided that the APPROVING PARTY shall have the right to approve the type and the specific location where any solar collector will be installed on a roof with an orientation to the south or within 45 degrees east or west of due south, provided that such determination does not impair the effective operation of the solar collector.

7.29 Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the APPROVING PARTY and any controlling governmental authority, including but not limited to the excavation or filling in of any lake, pond, or canal, or the changing of the elevation of any other portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities. In particular, no OWNER other than DECLARANT shall install any landscaping or place any fill on the OWNER's LOT which would adversely affect the drainage of any contiguous LOT.

7.30 Swimming Pools. No below or above-ground swimming pools, spas, or the like, shall be installed or placed within the SUBJECT PROPERTY without the consent of the APPROVING PARTY.

7.31 Utility Services. All utility (including but not limited to electricity, telephone, water and sewer, and cable television services) lines, pipes, wires, equipment, boxes, and facilities (collectively "Utility Equipment") shall be installed underground, and no Utility Equipment shall be installed or be located above-ground on any LOT and/or COMMON AREA, with the exception of (i) Utility Equipment installed by any applicable governmental authority, (ii) Utility Equipment installed by or with the approval of DECLARANT or the COMMUNITY ASSOCIATION, and (iii) Utility Equipment installed by or for the primary supplier of any particular utility, and (iv) Utility Equipment installed above ground with the prior written consent of DECLARANT or the COMMUNITY ASSOCIATION. For purposes of this paragraph, the primary supplier of electricity is Florida Power & Light Company (FPL), the primary supplier of telephone service is Bell South, the primary supplier of water and sewer service is the applicable governmental agency or utility company providing same to the SUBJECT PROPERTY, and the primary supplier of cable television and related services will be any company supplying such services to the SUBJECT PROPERTY pursuant to a written contract with the COMMUNITY ASSOCIATION which specifically permits facilities to be constructed above ground.

7.32 Window Treatments. Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 90 days after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

7.33 Rules and Regulations. The APPROVING PARTY may adopt additional reasonable rules and regulations relating to the use, maintenance and operation of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the APPROVING PARTY to any OWNER upon request.

7.34 Waiver. The APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions as to any UNIT(S), where in the discretion of the APPROVING PARTY special circumstances exist which justify such waiver or deviation, or where such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the APPROVING PARTY, will not materially and adversely affect any other OWNERS. In granting any waiver or deviation, the APPROVING PARTY may impose such conditions and restrictions as the APPROVING PARTY may deem necessary, and the OWNER shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the APPROVING PARTY as to any matter shall not be deemed binding upon the APPROVING PARTY in the future, and shall not require the APPROVING PARTY to grant similar approvals in the future as to any other LOT or OWNER.

7.35 Exceptions. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS and other IMPROVEMENTS thereon, or any activity associated with the sale or leasing of any UNITS within the SUBJECT PROPERTY, by DECLARANT, or any activity associated with the construction, sale or leasing of any UNITS within any other property owned by DECLARANT or any affiliate of DECLARANT. Specifically, and without limitation, DECLARANT shall have the right to, (i) construct any UNITS or IMPROVEMENTS within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto, (ii) maintain sales, leasing, general office and construction operations on any LOT, for use in connection with the SUBJECT PROPERTY or any other property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the SUBJECT PROPERTY for sales, leasing, general office, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction activities; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of the SUBJECT PROPERTY, signs and other materials used in developing, constructing, selling, leasing, or promoting any portion of the SUBJECT PROPERTY or any other property.

8. SPECIAL PROVISIONS REGARDING CABLE TELEVISION AND OTHER SERVICES.

8.1 The APPROVING PARTY shall have the right to enter into agreement(s) with one or more companies (a "Service Provider") to install, maintain, and provide cable television, home monitoring, internet, communication, entertainment, telephone, electricity and/or other utilities, pest control, pool maintenance, or other services to the UNITS within the SUBJECT PROPERTY, on such terms and conditions as the APPROVING PARTY may reasonably desire, provided however that the charges for services provided by any such Service Provider shall not be unreasonable compared to charges of other companies providing similar services in the county in which the SUBJECT PROPERTY is located. Any such agreement may grant the Service Provider appropriate easements and/or the right to use portions of the COMMON AREAS, as may be necessary or convenient in connection with the providing of such services. Any Service Provider may be a subsidiary or affiliate of DECLARANT or a company having the same or similar ownership and/or control as DECLARANT. Any such agreement may require each UNIT OWNER to subscribe for, at a minimum, basic services offered by the Service Provider, such as basic cable television, home monitoring, and high speed internet service, and to pay such services as a COMMON EXPENSE, either directly to the Service Provider, or to the COMMUNITY ASSOCIATION, as may be provided in the agreement. Notwithstanding the foregoing, if any such services are not applicable to particular LOTS (for example pool maintenance service is not applicable to a UNIT which does not have a pool) then the cost for such services shall only be assessed to the OWNERS of LOTS for which the service applies. Any agreement may also give the UNIT OWNERS the option to subscribe to additional services in addition to the basic services for an additional fee to be determined by the Service Provider providing such services from time to time.

8.2 In addition to the rights set forth above, the APPROVING PARTY shall have the right to approve one or more Service Providers for any type of service to be provided to the OWNERS, in order to limit the number of different Service Providers that will have access into the SUBJECT PROPERTY, and in that event no OWNER may contract for such services for the OWNER's LOT or UNIT with any Service Provider other than an approved service provider(s).

9. ASSESSMENT FOR COMMON EXPENSES.

9.1 Each OWNER of a UNIT shall be responsible for the payment to the COMMUNITY ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each UNIT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the COMMUNITY ASSOCIATION of any ASSESSMENTS owed by the prior OWNER, except for any ASSESSMENTS owed by DECLARANT, and except as otherwise provided in this DECLARATION.

9.2 Prior to the beginning of each fiscal year of the COMMUNITY ASSOCIATION, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the COMMUNITY ASSOCIATION during the fiscal year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES for each UNIT, which except as set forth in Paragraph 9.9 below shall be equal and shall be determined by dividing the total amount to be assessed for COMMON EXPENSES by the number of UNITS for which ASSESSMENTS for COMMON EXPENSES are to be made pursuant to the budget. The COMMUNITY ASSOCIATION shall then notify each OWNER in writing of the amount, frequency, and due dates of the ASSESSMENT for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the COMMUNITY ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS, and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the COMMUNITY ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the COMMUNITY ASSOCIATION notifies the OWNER in writing of a change

in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS.

9.3 ASSESSMENTS for COMMON EXPENSES shall not be payable with respect to any LOT not containing a UNIT unless required by law, and in the event the OWNER of any LOT not containing a UNIT is required by law to pay ASSESSMENTS for COMMON EXPENSES same shall be 10% of the ASSESSMENTS for COMMON EXPENSES for a LOT containing a UNIT, and except for the foregoing and as set forth in Paragraph 9.9 below, the ASSESSMENTS for COMMON EXPENSES against each LOT shall be equal. The full ASSESSMENT for COMMON EXPENSES as to each LOT upon which a UNIT is constructed shall commence after a certificate of occupancy for the UNIT is issued, and upon the conveyance of the LOT by DECLARANT or by the builder of the UNIT on the LOT, or upon the first occupancy of the UNIT as a residence, whichever occurs first.

9.4 In addition to ASSESSMENTS for COMMON EXPENSES, after a certificate of occupancy for a UNIT constructed upon a LOT is issued by the controlling governmental authority, upon the first to occur of the next conveyance of the LOT or the first occupancy of the UNIT, the OWNER of the LOT shall pay to the COMMUNITY ASSOCIATION a contribution to a working capital fund of the COMMUNITY ASSOCIATION in an amount equal to two (2) months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the COMMUNITY ASSOCIATION for start-up expenses or otherwise as the COMMUNITY ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

9.5 Notwithstanding the foregoing, until such time as DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION, or until DECLARANT notifies the COMMUNITY ASSOCIATION in writing that DECLARANT elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any other OWNER, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any LOTS owned by DECLARANT, but in lieu thereof, DECLARANT shall be responsible for all COMMON EXPENSES actually incurred by the COMMUNITY ASSOCIATION in excess of the ASSESSMENTS for COMMON EXPENSES and any other income receivable by the COMMUNITY ASSOCIATION, including working capital fund contributions. During such period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES for LOTS owned by DECLARANT, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT based upon DECLARANT's estimate of what the expenses of the COMMUNITY ASSOCIATION would be if all UNITS and IMPROVEMENTS contemplated within the SUBJECT PROPERTY were completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be approximately what said ASSESSMENTS would be if the development of the SUBJECT PROPERTY as contemplated by DECLARANT was complete. The ASSESSMENTS so established shall be payable in full, and no OWNER shall be entitle to any offset or reduction in ASSESSMENTS, notwithstanding the fact that any planned improvements and/or services have not yet been provided, including but not limited to recreational facilities, access facilities or staffing for same, lakes, parks, or other COMMON AREAS. Notwithstanding the foregoing, in the event the COMMUNITY ASSOCIATION incurs any expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the COMMUNITY ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMON EXPENSES shall not exceed the amount that DECLARANT would be required to pay if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the COMMUNITY ASSOCIATION shall be assessed to the other OWNERS.

9.6 Notwithstanding anything contained herein to the contrary, during the period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES the COMMUNITY ASSOCIATION will not be required to fund any reserve or other accounts shown in the COMMUNITY ASSOCIATION's budget, and may use funds otherwise allocated for such reserve or other accounts to pay for the COMMON EXPENSES incurred by the COMMUNITY ASSOCIATION. Thereafter the COMMUNITY ASSOCIATION will only be required to fund that portion of any reserve account or other account which is reflected in the budget which is attributable to UNITS owned by UNIT OWNERS other than DECLARANT.

9.7 Exclusion for Expenses Relating to Completed UNITS. Notwithstanding anything contained herein to the contrary, in the event the COMMUNITY ASSOCIATION incurs any expense which by its nature is applicable only to a completed UNIT, such expense shall only be assessed to and payable by the OWNERS of completed UNITS, and shall not be included within any ASSESSMENTS payable by any OWNER of a LOT not containing a completed UNIT. Such expenses include, for example, expenses for cable television, or expenses relating to the maintenance of landscaping upon any LOT, which may be incurred pursuant to this DECLARATION.

9.8 Assessments for Expenses Relating to Some But Not All Units. Notwithstanding anything contained herein to the contrary, in the event the COMMUNITY ASSOCIATION incurs any expense which by its nature is applicable only to a completed UNIT, such expense shall only be assessed to and payable by the OWNERS of completed UNITS, and shall not be included within any ASSESSMENTS payable by any OWNER of a LOT not containing a completed UNIT. Such expenses include, for example, expenses for cable television, or expenses relating to the maintenance of landscaping upon any LOT, which may be incurred pursuant to this DECLARATION.

9.9 Special Provisions Regarding Landscaping and Irrigation System Maintenance. It is acknowledged the SUBJECT PROPERTY contains three groups of LOTS, as identified in Exhibit "A". Notwithstanding anything contained herein to the contrary, in determining ASSESSMENTS, the COMMUNITY ASSOCIATION shall separately determine for each group of LOTS the cost of maintaining the landscaping and irrigation systems within the LOTS or within any road medians or cul-de-sacs exclusively serving the LOTS within the groups. Such cost for each group shall be assessed, equally, only among the LOTS within the group, regardless of the size of any particular LOT.

10. DEFAULT.

10.1 Monetary Defaults and Collection of Assessments.

10.1.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, or if any check for any ASSESSMENT is dishonored, the COMMUNITY ASSOCIATION shall have the right to charge the applicable OWNER a late or bad check fee of ten (10%) percent of the amount of the ASSESSMENT, or Twenty-Five ($25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the COMMUNITY ASSOCIATION.

10.1.2 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the COMMUNITY ASSOCIATION for more than 30 days after written demand by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the COMMUNITY ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES, plus interest at the highest rate permitted by law from the date of such notice until the accelerated ASSESSMENTS for COMMON EXPENSES are paid. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the COMMUNITY ASSOCIATION.

10.1.3 Lien for ASSESSMENTS. The COMMUNITY ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the COMMUNITY ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the COMMUNITY ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the COMMUNITY ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the COMMUNITY ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the COMMUNITY ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the COMMUNITY ASSOCIATION. Upon payment in full of all

sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien in recordable form.

10.1.4 Collection and Foreclosure. The COMMUNITY ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be liable to the COMMUNITY ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the COMMUNITY ASSOCIATION'S lien, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the COMMUNITY ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the COMMUNITY ASSOCIATION'S lien. The BOARD is authorized to settle and compromise the COMMUNITY ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best interest of the COMMUNITY ASSOCIATION.

10.1.5 Rental and Receiver. If an OWNER remains in possession of his UNIT and the claim of lien of the COMMUNITY ASSOCIATION against his LOT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the COMMUNITY ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

10.1.6 Subordination of Lien. Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other moneys owed to the COMMUNITY ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the COMMUNITY ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

10.1.7 Assignment of Claim and Lien Rights. The COMMUNITY ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the COMMUNITY ASSOCIATION, to any third party.

10.1.8 Unpaid ASSESSMENTS Certificate. Within 15 days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the COMMUNITY ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby.

10.1.9 Application of Payments. Any payments made to the COMMUNITY ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the COMMUNITY ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the COMMUNITY ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the COMMUNITY ASSOCIATION incidental to the collection of assessments and other moneys owed to the COMMUNITY ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other moneys due to the COMMUNITY ASSOCIATION, as provided herein, and next towards any unpaid ASSESSMENTS owed to the COMMUNITY ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

10.1.10 Exception for DECLARANT. Notwithstanding the foregoing, DECLARANT shall not be liable for any interest or late fees for any ASSESSMENTS or other funds owed to the COMMUNITY ASSOCIATION, and the COMMUNITY ASSOCIATION shall not have a lien against any LOT for any ASSESSMENTS or other monies owed to the COMMUNITY ASSOCIATION by DECLARANT.

10.1.11 Suspension of Voting Rights. The COMMUNITY ASSOCIATION may suspend the voting rights of any OWNER for the nonpayment of regular ASSESSMENTS for COMMON EXPENSES that are delinquent for more than 90 days.

10.2 Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the COMMUNITY ASSOCIATION, or if any similar violation is thereafter repeated, the COMMUNITY ASSOCIATION may, at its option:

10.2.1 Fine the OWNER or tenant as provided below and/or suspend, for a reasonable period of time, the rights of an OWNER or an OWNER'S tenants, guests, or invitees, or both, to use the COMMON AREAS (but such suspension shall not impair the right of an OWNER or tenant to have vehicular and pedestrian access to and from the OWNER'S LOT, including, but not limited to, the right to park); and/or

10.2.2 Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

10.2.3 Commence an action to recover damages; and/or

10.2.4 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the COMMUNITY ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the COMMUNITY ASSOCIATION in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the COMMUNITY ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER, and shall be due upon written demand by the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

10.3 Fines and Suspensions.

10.3.1 The amount of any fine shall not exceed $50.00 per violation, or such other amount as is permitted by law. Notwithstanding the foregoing, if any violation of this DECLARATION or the Rules and Regulations is of a continuing nature, and if the OWNER or tenant fails to cure any continuing violation within 30 days after written notice of such violation, or if such violation is not capable of being cured within such 30 day period, if the OWNER or tenant fails to commence action reasonably necessary to cure the violation within such 30 day period or shall thereafter fail to diligently proceed to cure the violation as soon as is reasonably practical, in addition to the initial fine a daily fine may be imposed until the violation is cured in an amount not to exceed $10.00 per day, to the extent permitted by law.

10.3.2 Prior to imposing any suspension or fine, the OWNER or tenant shall be given written notice of the fact that the COMMUNITY ASSOCIATION is considering the imposition of the suspension or fine, including (i) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, (ii) the proposed length of the suspension or amount of the fine, and (iii) the right of the OWNER or tenant to request a hearing by written request to the COMMUNITY ASSOCIATION within 14 days after the COMMUNITY ASSOCIATION's notice. If the OWNER or tenant desires a hearing, they must so notify the COMMUNITY ASSOCIATION in writing within 14 days after the COMMUNITY ASSOCIATION's notice, and in that event a hearing shall be held in accordance with applicable law upon not less than 14 days written notice to the OWNER or tenant. At the hearing, the OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and the suspension or fine previously imposed may be approved, disapproved or modified. If the OWNER or tenant fails to timely request a hearing, or fails to attend the hearing, the proposed fine or suspension set forth in the COMMUNITY ASSOCIATION's notice shall be deemed imposed.

10.3.3 Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after the decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. In any event, the COMMUNITY ASSOCIATION shall not have the right to impose any suspension or fine against DECLARANT or any builder of new homes within the SUBJECT PROPERTY.

10.3.4 The BOARD may, and to the extent required by law shall, delegate the right to impose suspension or fines, set the amount thereof, and/or conduct hearings pursuant to this paragraph, to a Committee of the COMMUNITY ASSOCIATION.

10.4 Negligence. An OWNER shall be liable and may be assessed by the COMMUNITY ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

10.5 Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the COMMUNITY ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

10.6 Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the COMMUNITY ASSOCIATION, then upon written notice by the COMMUNITY ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the COMMUNITY ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the COMMUNITY ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the COMMUNITY ASSOCIATION.

10.7 No Waiver. The failure of the COMMUNITY ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the COMMUNITY ASSOCIATION to enforce such right, provision, covenant or condition in the future.

10.8 Rights Cumulative. All rights, remedies and privileges granted to the COMMUNITY ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the COMMUNITY ASSOCIATION from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

10.9 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT (so long as DECLARANT is an OWNER), or the COMMUNITY ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

11. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, one hundred (100%) percent of the OWNERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DECLARANT so long as the DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY

12. AMENDMENT.

12.1 This DECLARATION may be amended upon the approval of not less than 2/3 of the OWNERS, except that if any provision of this DECLARATION requires more than a 2/3 vote of the OWNERS to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, or any property that may be added to the SUBJECT PROPERTY, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the COMMUNITY ASSOCIATION or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding any property which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall

contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.

12.2 No amendment shall discriminate against any OWNER or class or group of OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

12.3 Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water management system, including environmental conservation areas and the stormwater management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

13. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.

13.1 Notice of Action. Upon written request to the COMMUNITY ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

13.1.1 Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT;

13.1.2 Any 60-day default in the payment of ASSESSMENTS or charges owed to the COMMUNITY ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

13.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the COMMUNITY ASSOCIATION;

13.1.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

13.2 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any LOTS is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the COMMUNITY ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the COMMUNITY ASSOCIATION), which response must be received by the COMMUNITY ASSOCIATION within 30 days after the holder receives such request, and if such response is not timely received by the COMMUNITY ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the COMMUNITY ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

13.3 Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the COMMUNITY ASSOCIATION which are in default, or any overdue insurance premiums required to be purchased by the COMMUNITY ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a

policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

14. COMMUNITY DEVELOPMENT DISTRICT OR SPECIAL TAXING DISTRICT.

14.1 DECLARANT, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, reserves the right to finance the construction and/or maintenance of certain subdivision improvements, common areas, and infrastructure within or serving the SUBJECT PROPERTY, including but not limited to roads, paving, drainage systems and facilities, sewer and water facilities, entrance facilities and/or features, and recreational facilities, by means of bond or other financing through an existing or newly created governmental or quasi-governmental authority, including but not limited to a community development district in accordance with Chapter 190, Florida Statutes, or a special taxing district. In connection therewith, any or all of the costs of same, and any costs associated therewith, including but not limited to the costs of establishing and operating the applicable district, the costs of obtaining the financing, any administrative expenses, legal fees, principal and interest charges required for the repayment of the bonds or financing, and the like, and the costs of operating and maintaining improvements by the district, may be assessed to the OWNERS by means of an ad-valorem or non-ad-valorem assessment that will appear on the real estate tax bill issued by the County where the SUBJECT PROPERTY is located.

14.2 THE COMMUNITY DEVELOPMENT DISTRICT OR SPECIAL TAXING DISTRICT, IF CREATED, MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON ALL OR PORTIONS OF THE SUBJECT PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICTS. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

14.3 Approval Rights to Amendments. No amendment of this DECLARATION which would affect a community development district's or special taxing district's obligations, property interests, facilities or improvements located within the SUBJECT PROPERTY shall be effective unless agreed to in writing by such community development district or special taxing district.

14.4 The COMMUNITY ASSOCIATION may enter into an agreement with any community development district or special taxing district to maintain any property or interest in any property owned by the community development district or special taxing district, on such terms and conditions as the COMMUNITY ASSOCIATION and any community development district or special taxing district may determine.

15. MISCELLANEOUS.

15.1 Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

15.2 Authority of COMMUNITY ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

15.3 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

15.4 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

15.6 Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

15.8 Performance of COMMUNITY ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the COMMUNITY ASSOCIATION, and in connection therewith to reduce the budget of the COMMUNITY ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNER, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

15.7 Actions Against DECLARANT. The COMMUNITY ASSOCIATION shall not institute any legal proceedings against DECLARANT, or any principal of DECLARANT, or any other person or entity related to or affiliated with DECLARANT or any principal of DECLARANT, or spend or commit to spend any COMMUNITY ASSOCIATION funds in connection with such legal proceedings, or make a special ASSESSMENT for funds to pay for costs or attorneys' fees in connection with any such legal proceedings, without the consent of 75% of the votes of all of the OWNERS obtained at a special meeting of the OWNERS called expressly for the purpose of approving such action, and without the consent of INSTITUTIONAL LENDERS holding a majority of the mortgages that encumber the LOTS.

15.8 FHA/VA Approval. If any mortgage encumbering any LOT is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the COMMUNITY ASSOCIATION by either such agency, the following action, if made by DECLARANT or if made prior to the completion of 75% of the UNITS which may be built within the SUBJECT PROPERTY, must be approved by either such agency: (i) any annexation of additional property; (ii) any mortgage, transfer or dedication of any COMMON AREA; (iii) any amendment to this DECLARATION, the ARTICLES or the BYLAWS, if such amendment materially and adversely affects the OWNERS or materially and adversely affects the general scheme of development created by this DECLARATION, provided however such approval shall specifically not be required where the amendment is made to add any property specifically identified in this DECLARATION, or to correct errors or omissions, or is required to comply with the requirements of any INSTITUTIONAL LENDER, or is required by any governmental authority; or (iv) any merger, consolidation or dissolution of the COMMUNITY ASSOCIATION. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to DECLARANT or to the COMMUNITY ASSOCIATION within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of DECLARANT or the COMMUNITY ASSOCIATION that the approval was given or deemed given.

15.9 Modification of Development Plan and Obligations With Respect to the Property Described. DECLARANT reserves the right at any time and from time to time to modify the development plan for all or any portion of the SUBJECT PROPERTY, and in connection therewith to develop UNITS which are different from the UNITS presently or hereafter planned from time to time, and in the event DECLARANT changes the type, size or nature of the UNITS or other improvements constructed within the SUBJECT PROPERTY, DECLARANT shall have no liability therefor to any OWNER. In addition, DECLARANT makes no representations or warranties as to the manner in which any other property outside of the SUBJECT PROPERTY will be developed, and shall have no liability to any OWNER as regards the development of any other property in or around the SUBJECT PROPERTY.

15.10 Utility Deposits. It is acknowledged that various utility deposits may be required for utility services for the COMMON AREAS which will be supplied as a COMMON EXPENSE, and in the event DECLARANT pays for such deposits, DECLARANT shall be entitled to reimbursement from the COMMUNITY ASSOCIATION when funds are available for such reimbursement, and until DECLARANT is reimbursed for any deposits paid by it, DECLARANT shall be entitled to any refunds of any utility deposits from the appropriate authority holding same, and if any deposit is refunded to the COMMUNITY ASSOCIATION, same shall be promptly paid to DECLARANT by the COMMUNITY ASSOCIATION upon receipt.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 1 day of October 2003.

WITNESSES:

Print Name: ERIC A SLAWA

Print Name: JILL SLAWA

TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company

By: TRANSEASTERN PROPERTIES, INC., a Florida corporation, its managing member

By:
Its: PRESIDENT

3300 University Drive
Coral Springs, Florida

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1 day of October, 2003 by NEIL GISNER, as VICE PRESIDENT of TRANSEASTERN PROPERTIES, INC., a Florida corporation, managing member of TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

JILL A. SLAWA
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD190362
EXPIRES 05/14/2007
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of the plat of LAGUNA LAKES, according to the Plat thereof recorded in Plat Book 74, at Page 1, of the Public Records of Lee County, Florida.

LOT GROUPS:

1. Lots 1-128 - Monterey
2. Lots 129-212 - Beverly Hills
3. Lots 213-378 - Santa Barbara

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAGUNA LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on September 26, 2003, as shown by the records of this office.

The document number of this corporation is N03000008338.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-sixth day of September, 2003

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

EXHIBIT "B"

03 SEP 26 PM 5:12

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

TRANSEASTERN LAGUNA LAKES, LLC, a Florida limited liability company ("DECLARANT"), owns certain property in Lee County, Florida (the "SUBJECT PROPERTY"), and intends to execute and record a Master Declaration for Laguna Lakes (the "DECLARATION") which will affect the SUBJECT PROPERTY. This association is being formed as the association to administer the DECLARATION, and to perform the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Lee County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the Bylaws of the COMMUNITY ASSOCIATION.

ARTICLE 1. - NAME AND ADDRESS

The name of the corporation is LAGUNA LAKES COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION." The initial address of the principal office of the COMMUNITY ASSOCIATION and the initial mailing address of the COMMUNITY ASSOCIATION is 3300 University Drive, Coral Springs, Florida 33065.

ARTICLE 2. - PURPOSE

The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2 To enforce and exercise the duties of the COMMUNITY ASSOCIATION as provided in the DECLARATION.

2.2.1 To promote the health, safety, welfare, comfort, and social and economic welfare of the members, and the OWNERS and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE 3. - POWERS AND DUTIES

The COMMUNITY ASSOCIATION shall have the following powers and duties:

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.

3.2 To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to, the following:

3.2.1 To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.2.2 To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the COMMUNITY ASSOCIATION, and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION'S powers and duties.

3.2.3 To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.

3.2.4 To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, UNITS and other property under the jurisdiction of the COMMUNITY ASSOCIATION.

3.2.5 To grant and modify easements, and to dedicate property owned by the COMMUNITY ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

3.2.6 To borrow money for the purposes of carrying out the powers and duties of the COMMUNITY ASSOCIATION.

3.2.7 To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the DECLARATION.

3.2.8 To obtain insurance as provided by the DECLARATION.

3.2.9 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and for proper operation of the properties for which the COMMUNITY ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

3.2.10 To sue and be sued.

3.2.11 To operate and maintain the surface water management system for the SUBJECT PROPERTY as permitted by the South Florida Water Management District (the "SFWMD"), including all lakes, retention areas, culverts and related appurtenances, as may be applicable, and to comply with the requirements of any permit issued by the SFWMD for the SUBJECT PROPERTY.

3.2.12 To contract for cable television, security and other services for the SUBJECT PROPERTY.

ARTICLE 4. - MEMBERS

4.1 MEMBERS.

4.1.1 PARCEL ASSOCIATION MEMBER. Each PARCEL ASSOCIATION shall be a MEMBER of the COMMUNITY ASSOCIATION. Such membership shall be established upon the filing of the articles of incorporation of the PARCEL ASSOCIATION with the Secretary of State of the State of Florida, and the recording of such articles of incorporation in the public records of the county in which the SUBJECT PROPERTY is located, along with, or as an exhibit to, a PARCEL DECLARATION.

4.1.2 DECLARANT. DECLARANT shall be a MEMBER of the COMMUNITY ASSOCIATION so long as DECLARANT owns any PROPERTY, or holds a mortgage encumbering any PROPERTY other than a UNIT.

4.2 MEMBERS' Voting Rights. The total number of MEMBERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.2.1 Each PARCEL ASSOCIATION MEMBER shall have the number of votes equal to the number of UNITS within the PROPERTY operated by, or subject to the jurisdiction of, that PARCEL ASSOCIATION at the time of such vote. A PARCEL ASSOCIATION MEMBER shall cast its votes in the manner provided by the BYLAWS.

4.2.2 DECLARANT shall have three votes for each vote of any MEMBER other than DECLARANT, so long as DECLARANT is entitled to appoint a majority of the directors of the COMMUNITY ASSOCIATION, as hereafter provided, and thereafter DECLARANT shall have three votes for each UNIT and each PLANNED UNIT contained with the PROPERTY owned by DECLARANT, and contained within any portion of the property described in Exhibit "B" of the DECLARATION which may be added to the DECLARATION.

4.3 The BYLAWS shall provide for an annual meeting of the members of the COMMUNITY ASSOCIATION and shall make provision for special meetings.

ARTICLE 5. - TERM OF EXISTENCE

The COMMUNITY ASSOCIATION shall have perpetual existence.

ARTICLE 6. - INCORPORATOR

The name and street address of the incorporator is: Eric A. Simon, 2826 University Drive, Suite 300, Coral Springs, Florida 33065.

ARTICLE 7. - DIRECTORS

7.1 The property, business and affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be OWNERS.

7.2 All of the duties and powers of the COMMUNITY ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

7.3 The DECLARANT shall have the right to appoint all of the directors so long as DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, or as otherwise provided by law. The DECLARANT may waive its right to elect one or more directors by written notice to the COMMUNITY ASSOCIATION, and thereafter such directors shall be elected by the members. When the DECLARANT no longer owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, all of the directors shall be elected by the members in the manner provided in the BYLAWS.

7.4 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the directors.

7.5 The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

Marc Schneiderman, 3300 University Drive, Coral Springs, Florida 33065
Maryann Crowell, 3300 University Drive, Coral Springs, Florida 33065
Cora DiFiore, 3300 University Drive, Coral Springs, Florida 33065

ARTICLE 8. - OFFICERS

The officers of the COMMUNITY ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from

office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President . . . . . .Marc Schneiderman
Vice President. . . . . .Maryann Crowell
Vice President/Secretary/Treasurer. . .Cora DiFiore

ARTICLE 9.- INDEMNIFICATION

9.1 The COMMUNITY ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the COMMUNITY ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the COMMUNITY ASSOCIATION, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the COMMUNITY ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

9.2 To the extent that a director, officer, employee or agent of the COMMUNITY ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

9.3 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized herein.

9.4 The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

9.5 The COMMUNITY ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or is or was serving at the request of the COMMUNITY ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the COMMUNITY ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 10. - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DECLARANT, the Directors and/or members in the manner provided by the BYLAWS.

ARTICLE 11. - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

11.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

11.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

11.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION.

11.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

11.5 If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

11.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale of all LOTS within the SUBJECT PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to Article VII.

11.7 No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the SUBJECT PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

11.8 Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE 12. - DISSOLUTION

In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal, of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION.

If the local government declines to accept the conveyance then the surface water management system, property containing the surface water management system and water management portions of the COMMON AREAS shall be dedicated to a similar non-profit corporation.

ARTICLE 13.

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the COMMUNITY ASSOCIATION shall be at 2825 University Drive, Suite 300, Coral Springs, Florida 33065. The initial registered agent of the COMMUNITY ASSOCIATION at that address is Eric A. Simon.

WHEREFORE, the Incorporator, and the initial registered agent, have executed these ARTICLES on this 25th day of September, 2003. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

Eric A. Simon, as Incorporator and as Registered Agent

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25th day of September, 2003, by Eric A. Simon, as Incorporator and as Registered Agent. He is personally known to me.

NOTARY PUBLIC, State of Florida at Large

Cynthia S Voller
My Commission CC965666
Expires October 07 2004

03 SEP 26 PM 1:22

BYLAWS OF

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.,

1. GENERAL PROVISIONS.

1.1 Identity. These are the BYLAWS of LAGUNA LAKES COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The COMMUNITY ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the COMMUNITY ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 Fiscal Year. The fiscal year of the COMMUNITY ASSOCIATION shall be the calendar year.

1.4 Seal. The seal of the COMMUNITY ASSOCIATION shall have inscribed upon it the name of the COMMUNITY ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the COMMUNITY ASSOCIATION.

1.5 Inspection of Books and Records. The books and records of the COMMUNITY ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT. Such records of the COMMUNITY ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the COMMUNITY ASSOCIATION, and the books, records and financial statements of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, any inspection of any books or records of the COMMUNITY ASSOCIATION will only be permitted upon reasonable notice, during normal business hours or under reasonable circumstances, and must be for a proper purpose which is reasonably related to an interest that the person making the inspection has or may have in the COMMUNITY ASSOCIATION.

1.6 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, and the DECLARATION.

2. MEMBERSHIP IN GENERAL.

2.1 Qualification. The qualification of MEMBERS, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.2 Member Register. The secretary of the COMMUNITY ASSOCIATION shall maintain a register in the office of the COMMUNITY ASSOCIATION showing the names and addresses of the MEMBERS of the COMMUNITY ASSOCIATION. Each PARCEL ASSOCIATION MEMBER shall at all times advise the secretary of the names of the officers and directors of the PARCEL ASSOCIATION MEMBER, and of the number of UNITS and PLANNED UNITS within the PROPERTY subject to the jurisdiction of the PARCEL ASSOCIATION MEMBER. Furthermore, upon request from the COMMUNITY ASSOCIATION, the PARCEL ASSOCIATION MEMBER shall supply the COMMUNITY ASSOCIATION with a current list of the names and addresses of the OWNERS of UNITS or PROPERTY subject to the jurisdiction of the PARCEL ASSOCIATION. The COMMUNITY ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing.

3. MEMBERSHIP VOTING.

3.1 Voting Rights. The voting rights of the members and of DECLARANT shall be as provided in the ARTICLES.

3.2 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for one-third of the LOTS shall constitute a quorum.

3.3 Determination as to Voting Rights.

3.3.1 PARCEL ASSOCIATION MEMBER. The board of directors of the PARCEL ASSOCIATION shall designate a person (the "REPRESENTATIVE") to act on behalf of the PARCEL ASSOCIATION at all MEMBERS' meetings of the COMMUNITY ASSOCIATION. The REPRESENTATIVE shall be designated by a certificate signed by the president or vice president of the PARCEL ASSOCIATION, and filed with the Secretary of the COMMUNITY ASSOCIATION. The person designated by such certificate, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the PARCEL ASSOCIATION MEMBER at any meeting. In the absence of such certificate, or in the event the person designated in such certificate does not appear in person or by proxy at any meeting, the votes of the PARCEL ASSOCIATION MEMBER may be cast at any meeting by the president, vice president, secretary, or treasurer, in that order, of the PARCEL ASSOCIATION MEMBER.

4. MEMBERSHIP MEETINGS.

4.1 Who May Attend. As to a PARCEL ASSOCIATION MEMBER, its REPRESENTATIVE, and any of its directors or officers, may attend any meeting of the MEMBERS. However, the votes of any MEMBER shall be cast in accordance with the provisions of Article 3 above. Any PERSON not expressly authorized to attend a meeting of the MEMBERS, as set forth above, may be excluded from any meeting of the MEMBERS by the presiding officer of the meeting.

4.2 Place. All meetings of the members shall be held at the principal office of the COMMUNITY ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail or personal delivery to each member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the COMMUNITY ASSOCIATION, with postage thereon pre-paid. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the COMMUNITY ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so.

4.4 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall

constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once each year at a time and place to be determined by the BOARD and as is contained in the notice of such meeting. However, so long as DECLARANT is entitled to appoint a majority of the directors of the Association, no annual meetings will be required.

4.6 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the COMMUNITY ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.7 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the COMMUNITY ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.8 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.9 Order of Business. The order of business at the annual meetings of the members shall be:

4.9.1 Determination of chairman of the meeting;

4.9.2 Calling of the roll and certifying of proxies;

4.9.3 Proof of notice of meeting or waiver of notice;

4.9.4 Reading and disposal of any unapproved minutes;

4.9.5 Reports of directors, officers or committees;

4.9.6 Nomination and election of inspectors of election;

4.9.7 Determination of number of directors;

4.9.8 Election of directors;

4.9.9 Unfinished business;

4.9.10 New business; and

4.9.11 Adjournment.

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the COMMUNITY ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

5. BOARD.

5.1 Number of Directors.

5.1.1 The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of not less than three nor more than eleven directors. So long as the DECLARANT is entitled to appoint any Director pursuant to the ARTICLES, the number of Directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. In the absence of such notification, there shall be three directors.

5.1.2 After the DECLARANT is no longer entitled to appoint any DIRECTORS, the number of DIRECTORS on the BOARD shall, in the absence of a determination to the contrary by the MEMBERS, be increased to equal the number of PARCEL ASSOCIATION MEMBERS (plus one if the number of PARCEL ASSOCIATION MEMBERS is an even number, but in no event more than eleven). Thereafter, the number of DIRECTORS on the BOARD may be changed at any meeting where the MEMBERS are to elect any DIRECTORS.

5.1.3 Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the MEMBERS shall not have the right to change the number of Directors so long as the DECLARANT has the right to determine the number of Directors as set forth above.

5.2 Election of Directors by Members. Election of Directors to be elected by the MEMBERS of the COMMUNITY ASSOCIATION shall be conducted in the following manner:

5.2.1 At any time after the DECLARANT no longer has the right to appoint one or more Directors or upon the earlier voluntary relinquishment by the DECLARANT of its right to appoint any or all Director(s), a special meeting of the MEMBERS may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the DECLARANT may continue to serve until the next annual meeting of the MEMBERS. In the event such a special meeting is called and held, and Directors are elected by the MEMBERS, at such special meeting the MEMBERS may elect to not hold the next annual meeting of the MEMBERS if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

5.2.2 Except as provided above, the MEMBERS shall elect Directors at the annual MEMBERS' meetings, unless a special meeting of the MEMBERS is called in order to fill a vacancy on the BOARD as provided in Paragraphs 5.15.2 and 5.16 below.

5.2.3 Prior to any special or annual meeting at which Directors are to be elected by the MEMBERS, the existing BOARD may nominate a committee, which committee shall nominate one PERSON for each Director to be elected by the MEMBERS, on the basis that the number of Directors to serve on the BOARD will not be altered at the MEMBERS' meeting. Nominations for additional

directorships created at the meeting may be made from the floor, and other nominations may be made from the floor.

5.2.4 The election of Directors by the MEMBERS shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each MEMBER voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.2.5 Except with respect to Directors appointed by the DECLARANT, once a Director is elected from a PARCEL ASSOCIATION, no other Director shall be elected from the PARCEL ASSOCIATION if that PARCEL ASSOCIATION would have more than one more Director elected from it than any other PARCEL ASSOCIATION, unless (i) no person from another PARCEL ASSOCIATION is nominated at a meeting to elect Directors, or (ii) no person nominated from another PARCEL ASSOCIATION is able or willing to serve. For purposes of this Paragraph, a Director who is a member, officer, director or REPRESENTATIVE of a PARCEL ASSOCIATION shall be deemed to be "elected from the PARCEL ASSOCIATION."

5.3 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.4 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

5.5 Special Meetings. Special meetings of the BOARD may be called by any Director, or by the President, at any time.

5.6 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director and each MEMBER either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director or MEMBER who signs a waiver of notice either before or after the meeting. Attendance of a Director or a MEMBER at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a Director or a MEMBER states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.7 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all MEMBERS and INSTITUTIONAL LENDERS. A Director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any MEMBERS present as in an open meeting.

5.8 Meetings to Adopt Budgets and Assessments. Notwithstanding anything contained herein to the contrary, after a majority of the Directors of the COMMUNITY ASSOCIATION are elected by MEMBERS other than the DECLARANT, each MEMBER shall be given at least 30 days written notice of the BOARD meeting at which the annual budget for the next fiscal year of the COMMUNITY ASSOCIATION will be adopted, and each MEMBER shall be given at least 15 days written notice of any meeting of the BOARD at which any changes in the budget or in the level of ASSESSMENTS or any special ASSESSMENTS will be adopted.

5.9 Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of Directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

5.10 Adjourned Meetings. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the Directors and MEMBERS who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and MEMBERS. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.11 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the COMMUNITY ASSOCIATION shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

5.12 Order of Business. The order of business at a Directors' meeting shall be:

5.12.1 Calling of roll;

5.12.2 Proof of due notice of meeting;

5.12.3 Reading and disposal of any unapproved minutes;

5.12.4 Reports of officers and committees;

5.12.5 Election of officers;

5.12.6 Unfinished business;

5.12.7 New business, and

5.12.8 Adjournment.

5.13 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the MEMBERS of the COMMUNITY ASSOCIATION, or their authorized REPRESENTATIVES, and the Directors at any reasonable time.

5.14 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.15 Resignation. Any Director of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.16 Removal of Directors. Directors may be removed as follows:

5.16.1 Any Director other than a Director appointed by the DECLARANT may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three consecutive Directors' Meetings, and/or adjournments and continuances of such meetings.

5.16.2 Any Director other than a Director appointed by the DECLARANT may be removed with or without cause by MEMBERS having a majority of the votes of the entire membership at a special meeting of the MEMBERS called by MEMBERS having not less than thirty-three and one-third (33-1/3%) percent of the votes of the entire membership expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the MEMBERS at such meeting or, if the MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD, subject to the requirements of Paragraph 5.2.5.

5.17 Vacancies. Subject to the requirements of Paragraph 5.2.5, vacancies in the BOARD may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are no Directors in office, then a special election of the MEMBERS shall be called to elect the Directors. Notwithstanding anything contained herein to the contrary, the DECLARANT at all times shall have the right to appoint the maximum number of Directors permitted by the ARTICLES, and any vacancies in the BOARD may be filled by the DECLARANT to the extent that the number of Directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of Directors the DECLARANT is then entitled to appoint.

5.18 Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All Directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another PERSON to serve on the BOARD. Replacement of any Director appointed by the DECLARANT shall be made by written notice to the COMMUNITY ASSOCIATION which shall specify the name of the PERSON designated as successor Director. The removal of any Director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT. The DECLARANT may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the COMMUNITY ASSOCIATION, and thereafter such Director(s) shall be elected by the MEMBERS.

5.19 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the MEMBERS approve such compensation, provided however the COMMUNITY ASSOCIATION may reimburse any Director for expenses incurred on behalf of the COMMUNITY ASSOCIATION without approval by the MEMBERS.

5.20 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the COMMUNITY ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law.

6. OFFICERS.

6.1 Members and Qualifications. The officers of the COMMUNITY ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be preemptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the COMMUNITY ASSOCIATION from time to time.

Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4 The President. The president shall be the chief executive officer of the COMMUNITY ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the COMMUNITY ASSOCIATION.

6.5 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.6 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the COMMUNITY ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the COMMUNITY ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.7 The Treasurer. The treasurer shall have custody of all property of the COMMUNITY ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the COMMUNITY ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.8 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the COMMUNITY ASSOCIATION and compensating such employee, nor shall they preclude the COMMUNITY ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the COMMUNITY ASSOCIATION, or for the provision of services to the COMMUNITY ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.1 ASSESSMENT ROLL. The COMMUNITY ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.2 Depositories. The funds of the COMMUNITY ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any account of the COMMUNITY ASSOCIATION.

7.3 Depositing of Payments. All sums collected by the COMMUNITY ASSOCIATION from ASSESSMENTS may be deposited in a single fund or divided into more than one fund, as determined by the BOARD.

7.4 Accounting Records and Reports. The COMMUNITY ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the COMMUNITY ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.5 Reserves. The budget of the COMMUNITY ASSOCIATION shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the COMMON AREAS and those other portions of the SUBJECT PROPERTY which the COMMUNITY ASSOCIATION is obligated to maintain.

8. PARLIAMENTARY RULES.

8.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the COMMUNITY ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of 25% percent or more of the members of the COMMUNITY ASSOCIATION.

9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted by not less than a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION.

9.3.2 Notwithstanding anything contained herein to the contrary, so long as the DECLARANT is entitled to appoint a majority of the directors, the DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of the BOARD or any member, and so long as the DECLARANT owns any portion of the SUBJECT PROPERTY or any property that may be added to the SUBJECT PROPERTY, no amendment to these BYLAWS shall be effective without the written approval of the DECLARANT.

9.4 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with

the DECLARATION or the ARTICLES. Prior to the closing of the sale of all LOTS, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors.

9.5 No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.

9.6 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the SUBJECT PROPERTY is located.

10. MISCELLANEOUS.

10.1 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

10.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.3 Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, and these BYLAWS, shall govern, in that order.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the BOARD or any officers of the COMMUNITY ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the COMMUNITY ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

FIRST FLORIDA TITLE SERVICES
ONE S. OCEAN BLVD. #308
BOCA RATON, FL 33432

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
2825 University Drive, Suite 300
Coral Springs, Florida 33065

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RECORDING FEE 10.50
DEED DOC 0.70
DEPUTY CLERK A Janke

QUIT CLAIM DEED

THIS INDENTURE, made this 02 day of DECEMBER, 2003, by and between TRANSEASTERN LAGUNA LAKES, LLC., a Florida limited liability company, whose address is 3300 University Drive, Coral Springs, Florida 33065 (Grantor), and LAGUNA LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit, whose address is 3300 University Drive, Coral Springs, Florida 33065 (Grantee).

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release, and quit-claim to Grantee all of the right, title, interest, claim and demand which Grantor has in and to the following described real property located in Lee County, Florida, to-wit:

Tracts A, B, C, D, E, G, H, I, J, K, L, and R, of "LAGUNA LAKES", according to the Plat thereof recorded in Plat Book 74, at Page 1, of the Public Records of Lee County, Florida.

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

The property conveyed hereby is intended to be "Common Area" pursuant to the Master Declaration for Laguna Lakes, recorded in Official Records Book 4083, Page 1622, of the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Jeremy Ickovic
Print Name:

JEREMY ICKOVIC
Print Name:

TRANSEASTERN LAGUNA LAKES, LLC., a Florida limited liability company

By: TRANSEASTERN PROPERTIES, INC., a Florida corporation, its managing member

By: _____

_____
(Type/Print Name and Title)
3300 University Drive
Coral Springs, Florida 33065

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 02 day of DECEMBER, 2003, by _____, as _____ of TRANSEASTERN PROPERTIES, INC., a Florida corporation, managing member of TRANSEASTERN LAGUNA LAKES, LLC., a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

Jeremy Ickovic
Commission #DD204142
Expires: Apr 16, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

2004 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 08, 2004 8:00 am
Secretary of State
04-08-2004 90020 003 ****61.25

DOCUMENT # N03000008338

1. Entity Name
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Principal Place of Business	Mailing Address
3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065	3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065

03222004 Chg-NP CR2E037 (10/03)

2. Principal Place of Business
Suite, Apt. #, etc.
City & State
Zip Country

3. Mailing Address
Mailing Address:
C/O Southwest Property Mgmt.
1044 Castello Drive #206
Naples, FL 34103 USA

4. FEI Number 20-0277963 ☐ Applied For ☐ Not Applicable

5. Certificate of Status Desired ☐ **$8.75** Additional Fee Required

6. Name and Address of Current Registered Agent

SIMON, ERIC A
2825 UNIVERSITY DRIVE
SUITE 300
CORAL SPRINGS, FL 33065

7. Name and Address of New Registered Agent

Name
Street Address (P.O. Box Number is Not Acceptable)
City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE _____
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE

Filing Fee is $61.25
Due by May 1, 2004

9. Election Campaign Financing Trust Fund Contribution. ☐ **$5.00** May Be Added to Fees

Make check payable to Florida Department of State

10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PD SCHNEIDERMAN, MARC 3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VD CROWELL, MARYANN 3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VSTD DIFIORE, CORA 3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: _____ 3/23/04
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #

LL 99

2004 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 30, 2004
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

3300 UNIVERSITY DRIVE
CORAL SPRINGS, FL 33065

New Principal Place of Business:

Current Mailing Address:

C/O SOUTHWEST PROPERTY MGMT.
1044 CASTELLO DR., #206
NAPLES, FL 34103

New Mailing Address:

FEI Number: 20-0277963 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

SIMON, ERIC A
2825 UNIVERSITY DRIVE
SUITE 300
CORAL SPRINGS, FL 33065 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title: PD ( ) Delete
Name: SCHNEIDERMAN, MARC
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

Title: VD ( ) Delete
Name: CROWELL, MARYANN
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

Title: VSTD ( ) Delete
Name: DIFIORE, CORA
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: MARC SCHNEIDERMAN PD 04/30/2004
Electronic Signature of Signing Officer or Director — Date

LL 100

2005 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
May 04, 2005 8:00 am
Secretary of State
05-04-2005 90112 037 ****61.25

DOCUMENT # N03000008338

1. Entity Name
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

14016670

Principal Place of Business	Mailing Address
3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065	C/O SOUTHWEST PROPERTY MGMT. 1044 CASTELLO DR., #206 NAPLES, FL 34103

03222005 Chg-NP CR2E037 (10/03)

2. Principal Place of Business	3. Mailing Address
Suite, Apt. #, etc.	Suite, Apt. #, etc.
City & State	City & State
Zip / Country	Zip / Country

4. FEI Number 20-0277963 ☐ Applied For ☐ Not Applicable

5. Certificate of Status Desired ☐ **$8.75** Additional Fee Required

6. Name and Address of Current Registered Agent	7. Name and Address of New Registered Agent
SIMON, ERIC A 2825 UNIVERSITY DRIVE SUITE 300 CORAL SPRINGS, FL 33065	Name Street Address (P.O. Box Number is Not Acceptable) City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE _____
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE

Filing Fee is $61.25
Due by May 1, 2005

9. Election Campaign Financing Trust Fund Contribution. ☐ **$5.00** May Be Added to Fees

Make check payable to Florida Department of State

10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PD SCHNEIDERMAN, MARC 3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VD CROWELL, MARYANN 3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VSTD DIFIORE, CORA 3300 UNIVERSITY DRIVE CORAL SPRINGS, FL 33065	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: _____ 4-8-05 239 261-3440
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR — Date — Daytime Phone #

LL 101

2006 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 13, 2006
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

3300 UNIVERSITY DRIVE
CORAL SPRINGS, FL 33065

New Principal Place of Business:

1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103

Current Mailing Address:

C/O SOUTHWEST PROPERTY MGMT.
1044 CASTELLO DR., #206
NAPLES, FL 34103

New Mailing Address:

1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103

FEI Number: 20-0277963 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

SIMON, ERIC A
2825 UNIVERSITY DRIVE
SUITE 300
CORAL SPRINGS, FL 33065 US

Name and Address of New Registered Agent:

SOUTHWEST PROPERTY MANAGEMENT CORP
1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: STEPHEN E. WILLIAMS 04/13/2006
Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title: PD ( ) Delete
Name: SCHNEIDERMAN, MARC
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

Title: VD ( ) Delete
Name: CROWELL, MARYANN
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

Title: VSTD ( ) Delete
Name: DIFIORE, CORA
Address: 3300 UNIVERSITY DRIVE
City-St-Zip: CORAL SPRINGS, FL 33065

Title: ( ) Delete
Name:
Address:
City-St-Zip:

Title: ( ) Delete
Name:
Address:
City-St-Zip:

Title: ( ) Delete
Name:
Address:
City-St-Zip:

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: PD (X) Change ( ) Addition
Name: GARZIA, JOSEPH
Address: 9200 BELLEXA WAY, #201
City-St-Zip: FORT MYERS, FL 33908

Title: VD (X) Change ( ) Addition
Name: NEIGHBORS, PAUL
Address: 8699 PASEO DE VALENCIA ST
City-St-Zip: FORT MYERS, FL 33908

Title: TD (X) Change ( ) Addition
Name: SEELE, THOMAS
Address: 9149 PASEO DE VALENCIA ST.
City-St-Zip: FORT MYERS, FL 33908

Title: SD ( ) Change (X) Addition
Name: GRAY, RICHARD
Address: 15359 LAGUNA HILLS DRIVE
City-St-Zip: FORT MYERS, FL 33908

Title: D ( ) Change (X) Addition
Name: ADKINS, RALPH
Address: 8700 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: D ( ) Change (X) Addition
Name: BEAULIEU, WILLIAM
Address: 9150 PASEO DE VALENCIA ST
City-St-Zip: FORT MYERS, FL 33908

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: JOSEPH GARZIA P 04/13/2006
Electronic Signature of Signing Officer or Director — Date

LL 102

2007 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Jun 26, 2007
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103

New Principal Place of Business:

15250 LAKES OF LAGUNA BLVD.
FORT MYERS, FL 33908

Current Mailing Address:

1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103

New Mailing Address:

6719 WINKLER ROAD
SUITE 200
NAPLES, FL 33919

FEI Number: 20-0277963 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**
In accordance with s. 607.193(2)(b), F.S., the corporation did not receive the prior notice.

Name and Address of Current Registered Agent:

SOUTHWEST PROPERTY MANAGEMENT CORP
1044 CASTELLO DRIVE
SUITE 206
NAPLES, FL 34103 US

Name and Address of New Registered Agent:

ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ALLIANT PROPERTY MANAGEMENT, LLC 06/26/2007
Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title:	PD	( ) Delete
Name:	GARZIA, JOSEPH	
Address:	9200 BELLEXA WAY, #201	
City-St-Zip:	FORT MYERS, FL 33908	
Title:	VD	( ) Delete
Name:	NEIGHBORS, PAUL	
Address:	8699 PASEO DE VALENCIA ST	
City-St-Zip:	FORT MYERS, FL 33908	
Title:	TD	( ) Delete
Name:	SEELE, THOMAS	
Address:	9149 PASEO DE VALENCIA ST.	
City-St-Zip:	FORT MYERS, FL 33908	
Title:	SD	( ) Delete
Name:	GRAY, RICHARD	
Address:	15359 LAGUNA HILLS DRIVE	
City-St-Zip:	FORT MYERS, FL 33908	
Title:	D	( ) Delete
Name:	ADKINS, RALPH	
Address:	8700 SPRING MOUNTAIN WAY	
City-St-Zip:	FORT MYERS, FL 33908	
Title:	D	( ) Delete
Name:	BEAULIEU, WILLIAM	
Address:	9150 PASEO DE VALENCIA ST	
City-St-Zip:	FORT MYERS, FL 33908	

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title:	PD	(X) Change ( ) Addition
Name:	LEWIS, ESMOND	
Address:	8869 PASEO DE VALENCIA ST.	
City-St-Zip:	FORT MYERS, FL 33908	
Title:	VD	(X) Change ( ) Addition
Name:	MARINO, JOHN G	
Address:	9069 PASEO DE VALENCIA ST	
City-St-Zip:	FORT MYERS, FL 33908	
Title:	TD	(X) Change ( ) Addition
Name:	YOUNG, AKKE A	
Address:	8959 PASEO DE VALENCIA ST.	
City-St-Zip:	FORT MYERS, FL 33908	
Title:	SD	(X) Change ( ) Addition
Name:	ROWE, MICHAEL E	
Address:	9216 CALLA AARAGON AVE, #202	
City-St-Zip:	FORT MYERS, FL 33908	
Title:		( ) Change ( ) Addition
Name:		
Address:		
City-St-Zip:		
Title:	D	(X) Change ( ) Addition
Name:	GRAY, RICHARD	
Address:	15359 LAGUNA HILLS DR	
City-St-Zip:	FORT MYERS, FL 33908	

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: ESMOND J. LEWIS PD 06/26/2007
Electronic Signature of Signing Officer or Director — Date

LL 103

2007 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Aug 07, 2007 8:00 am
Secretary of State
08-07-2007 90026 050 ****61.25

DOCUMENT # N03000008338

1. Entity Name
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

900128331

Principal Place of Business	Mailing Address
1044 CASTELLO DRIVE SUITE 206 NAPLES, FL 34103	1044 CASTELLO DRIVE SUITE 206 NAPLES, FL 34103

02232007 Chg-NP CR2E037 (12/06)

2. Principal Place of Business - No P.O. Box #	3. Mailing Address
6719 Winkler Rd	6719 Winkler Rd
Suite, Apt. #, etc.: Suite 200	Suite, Apt. #, etc.: Suite 200
City & State: Fort Myers, Fl	City & State: Fort Myers, Fl
Zip: 33919 Country: USA	Zip: 33919 Country: USA

4. FEI Number 20-0277963 ☐ Applied For ☐ Not Applicable

5. Certificate of Status Desired ☐ **$8.75** Additional Fee Required

6. Name and Address of Current Registered Agent	7. Name and Address of New Registered Agent
SOUTHWEST PROPERTY MANAGEMENT CORP 1044 CASTELLO DRIVE SUITE 206 NAPLES, FL 34103	Name: Alliant Property Management Street Address (P.O. Box Number is Not Acceptable): 6719 Winkler Rd Suite 200 City: Fort Myers **FL** Zip Code: 33919

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE: Millie K. Strohm, VP/OWNER — 2-27-07
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE

Filing Fee is $61.25
Due by May 1, 2007

9. Election Campaign Financing Trust Fund Contribution. ☐ **$5.00** May Be Added to Fees

Make check payable to Florida Department of State

10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PD GARZIA, JOSEPH 9200 BELLEXA WAY, #201 FORT MYERS, FL 33908	☒ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PD ESMond Lewis 8869 Paseo De Valencia St. Fort Myers, Fl. 33908	☐ Change ☒ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VD NEIGHBORS, PAUL 8699 PASEO DE VALENCIA ST FORT MYERS, FL 33908	☒ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VPD Gerard Marino 9069 Paseo De Valencia St. Fort Myers, Fl 33908	☐ Change ☒ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	TD SEELE, THOMAS 9149 PASEO DE VALENCIA ST. FORT MYERS, FL 33908	☒ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	TD Ellen Young 8959 Paseo De Valencia St Fort Myers, Fl. 33908	☐ Change ☒ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	SD GRAY, RICHARD 15359 LAGUNA HILLS DRIVE FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D	☒ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D ADKINS, RALPH 8700 SPRING MOUNTAIN WAY FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	SD Mike Rave 9216 Calle Arragon Ave #202 Fort Myers, Fl. 33908	☐ Change ☒ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D BEAULIEU, WILLIAM 9150 PASEO DE VALENCIA ST FORT MYERS, FL 33908	☒ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D Gregg Turner 9160 Spring Mountain way Fort Myers, Fl. 33908	☐ Change ☒ Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: Edmund J. Sim — 2-27-07
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR — Date — Daytime Phone #

LL 104

(2 of 2)

2007 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT # N03000008338

1. Entity Name
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

ATTACHMENT

40128351 [redacted]

02262007 Chg-NP CR2E037 (12/06)

Principal Place of Business	Mailing Address
1044 CASTELLO DRIVE SUITE 206 NAMPLES, FL 34103	1044 CASTELLO DRIVE SUITE 206 NAPLES, FL 34103

2. Principal Place of Business - No P.O. Box #	3. Mailing Address
Suite, Apt. #, etc.	Suite, Apt. #, etc.
City & State	City & State
Zip / Country	Zip / Country

4. FEI Number 20-0277963 ☐ Applied For ☐ Not Applicable

5. Certificate of Status Desired ☐ **$8.75** Additional Fee Required

6. Name and Address of Current Registered Agent	7. Name and Address of New Registered Agent
SOUTHWEST PROPERTY MANAGEMENT CORP 1044 CASTELLO DRIVE SUITE 206 NAPLES, FL 34103	Name Street Address (P.O. Box Number is Not Acceptable) City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE Millie K. Strohm V P/OWNER Millie K. Strohm 2-27-07
Signature, typed or printed name of registered agent and title if applicable (NOTE: Registered Agent signature required when reinstating) DATE

Filing Fee is $61.25 **Due by May 1, 2007**	9. Election Campaign Financing Trust Fund Contribution. ☐ **$5.00** May Be Added to Fees	**Make check payable to Florida Department of State**

10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PD GARZIA, JOSEPH 9200 BELLEXA WAY, #201 FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D Dennis Rose 8830 Paseo De Valencia St. Fort Myers, FL. 33908	☐ Change ☒ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VD NEIGHBORS, PAUL 8699 PASEO DE VALENCIA ST FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D Donna Flamming 9059 Spring Mountain Way Fort Myers, FL. 33908	☐ Change ☒ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	TD SEELE, THOMAS 9149 PASEO DE VALENCIA ST. FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	SD GRAY, RICHARD 15359 LAGUNA HILLS DRIVE FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D ADKINS, RALPH 8700 SPRING MOUNTAIN WAY FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D BEAULIEU, WILLIAM 9150 PASEO DE VALENCIA ST FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: Edmund J. Sullivan 2-27-07
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #

LL 105

2008 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 03, 2008 8:00 am
Secretary of State
03-03-2008 90201 050 ****61.25

DOCUMENT # N03000008338

1. Entity Name
LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Principal Place of Business	Mailing Address
6719 WINKLER RD SUITE 200 FORT MYERS, FL 33919	6719 WINKLER RD SUITE 200 FORT MYERS, FL 33919

02042008 Chg-NP CR2E037 (12/06)

2. Principal Place of Business - No P.O. Box #	3. Mailing Address
Suite, Apt. #, etc.	Suite, Apt. #, etc.
City & State	City & State
Zip / Country	Zip / Country

4. FEI Number 20-0277963 ☐ Applied For ☐ Not Applicable

5. Certificate of Status Desired ☐ **$8.75** Additional Fee Required

6. Name and Address of Current Registered Agent	7. Name and Address of New Registered Agent
ALLIANT PROPERTY MANAGEMENT, LLC 6719 WINKLER ROAD SUITE 200 FORT MYERS, FL 33919	Name Street Address (P.O. Box Number is Not Acceptable) City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE: M. Alli Stocks VP 2-15-08
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE

Filing Fee is $61.25
Due by May 1, 2008

9. Election Campaign Financing Trust Fund Contribution. ☐ **$5.00** May Be Added to Fees

Make check payable to Florida Department of State

10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10		
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PD LEWIS, ESMOND 8869 PASEO DE VALENCIA ST. FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VPD MARINO, GERARD 9069 PASEO DE VALENCIA ST FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	TD YOUNG, ELLEN 8959 PASEO DE VALENCIA ST. FORT MYERS, FL 33908	☐ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D GRAY, RICHARD 15359 LAGUNA HILLS DRIVE FORT MYERS, FL 33908	☒ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	SD John McHugh 15680 Laguna Hills Dr Ft Myers, FL 33908	☐ Change ☒ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D ADKINS, RALPH 8700 SPRING MOUNTAIN WAY FORT MYERS, FL 33908	☒ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	D Gregg Turner 9160 Spring Mountain Way Ft Myers, FL 33908	☐ Change ☒ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	SD ROWE, MIKE 9216 CALLE ARRAGON AVE #202 FORT MYERS, FL 33908	☒ Delete	TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP		☐ Change ☐ Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: [signature] 239-454-1101
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR — Date — Daytime Phone # x236

LL 106

2009 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 03, 2009
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

6719 WINKLER RD
SUITE 200
FORT MYERS, FL 33919

New Principal Place of Business:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

Current Mailing Address:

6719 WINKLER RD
SUITE 200
FORT MYERS, FL 33919

New Mailing Address:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

FEI Number: 20-0277963 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title: PD ( ) Delete
Name: LEWIS, ESMOND
Address: 8869 PASEO DE VALENCIA ST.
City-St-Zip: FORT MYERS, FL 33908

Title: VPD ( ) Delete
Name: MARINO, GERARD
Address: 9069 PASEO DE VALENCIA ST
City-St-Zip: FORT MYERS, FL 33908

Title: TD ( ) Delete
Name: YOUNG, ELLEN
Address: 8959 PASEO DE VALENCIA ST.
City-St-Zip: FORT MYERS, FL 33908

Title: SD ( ) Delete
Name: MCHUGH, JOHN
Address: 15680 LAGUNA HILLS DR
City-St-Zip: FORT MYERS, FL 33908

Title: D ( ) Delete
Name: TURNER, GREGG
Address: 9160 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: PD (X) Change ( ) Addition
Name: GARZIA, JOE
Address: 9200 BELLEZA WAY #201
City-St-Zip: FORT MYERS, FL 33908

Title: VPD (X) Change ( ) Addition
Name: CURRY, RICHARD
Address: 9389 LOS ALISOS
City-St-Zip: FORT MYERS, FL 33908

Title: TD (X) Change ( ) Addition
Name: CUTLER, MICHAEL
Address: 9170 PASEO DE VALENCIA STREET
City-St-Zip: FORT MYERS, FL 33908

Title: SD (X) Change ( ) Addition
Name: BERLIN, RON
Address: 9030 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: D (X) Change ( ) Addition
Name: CARRICO, ERIC
Address: 8839 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: JOE GARZIA PD 04/03/2009
Electronic Signature of Signing Officer or Director — Date

LL 107

2009 NOT-FOR-PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Sep 29, 2009
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Principal Place of Business:

Current Mailing Address:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Mailing Address:

FEI Number: 20-0277963 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title: PD ( ) Delete
Name: GARZIA, JOE
Address: 9200 BELLEZA WAY #201
City-St-Zip: FORT MYERS, FL 33908

Title: VPD ( ) Delete
Name: CURRY, RICHARD
Address: 9389 LOS ALISOS
City-St-Zip: FORT MYERS, FL 33908

Title: TD ( ) Delete
Name: CUTLER, MICHAEL
Address: 9170 PASEO DE VALENCIA STREET
City-St-Zip: FORT MYERS, FL 33908

Title: SD ( ) Delete
Name: BERLIN, RON
Address: 9030 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: D ( ) Delete
Name: CARRICO, ERIC
Address: 8839 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: PD (X) Change ( ) Addition
Name: BERLIN, RON
Address: 9030 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: VPD (X) Change ( ) Addition
Name: CARRICO, ERIC
Address: 8839 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: SD (X) Change ( ) Addition
Name: MCHUGH, JOHN
Address: 15680 LAGUNA HILLS DR.
City-St-Zip: FORT MYERS, FL 33908

Title: D (X) Change ( ) Addition
Name: PEPITONE, TOM
Address: 9205 BELLEZA WAY #103
City-St-Zip: FORT MYERS, FL 33908

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: MICHAEL CUTLER TD 09/29/2009
Electronic Signature of Signing Officer or Director — Date

LL 108

2010 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 28, 2010
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Principal Place of Business:

Current Mailing Address:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Mailing Address:

FEI Number: 20-0277963 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title: PD
Name: BERLIN, RON
Address: 9030 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: VPD
Name: CARRICO, ERIC
Address: 8839 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: TD
Name: CUTLER, MICHAEL
Address: 9170 PASEO DE VALENCIA STREET
City-St-Zip: FORT MYERS, FL 33908

Title: SD
Name: MCHUGH, JOHN
Address: 15680 LAGUNA HILLS DR.
City-St-Zip: FORT MYERS, FL 33908

Title: D
Name: BUNTIN, BOB
Address: 9265 BELLEZA WAY #101
City-St-Zip: FORT MYERS, FL 33908

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MICHAEL CUTLER TD 01/28/2010

Electronic Signature of Signing Officer or Director — Date

LL 109

2011 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 07, 2011
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Principal Place of Business:

Current Mailing Address:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Mailing Address:

FEI Number: 20-0277963 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title: PD
Name: TARDIFF, PATRICK
Address: 9220 BELLEZA WAY #201
City-St-Zip: FORT MYERS, FL 33908

Title: VPD
Name: FLAMMANG, DONNA
Address: 9059 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: TD
Name: HAJICEK, BOB
Address: 9226 CALLE ARRAGON AVE. #201
City-St-Zip: FORT MYERS, FL 33908

Title: SD
Name: KELLEY, JEFF
Address: 8890 PASEO DE VALENCIA ST.
City-St-Zip: FORT MYERS, FL 33908

Title: D
Name: COWART, MARY ANN
Address: 9350 LOS ALISOS WAY
City-St-Zip: FORT MYERS, FL 33908

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BOB HAJICEK TD 02/07/2011
Electronic Signature of Signing Officer or Director — Date

LL 110

2012 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 03, 2012
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Principal Place of Business:

Current Mailing Address:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

New Mailing Address:

FEI Number: 20-0277963 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

OFFICERS AND DIRECTORS:

Title: PD
Name: TARDIFF, PATRICK
Address: 9220 BELLEZA WAY #201
City-St-Zip: FORT MYERS, FL 33908

Title: VPD
Name: FLAMMANG, DONNA
Address: 9059 SPRING MOUNTAIN WAY
City-St-Zip: FORT MYERS, FL 33908

Title: TD
Name: HAJICEK, BOB
Address: 9226 CALLE ARRAGON AVE. #201
City-St-Zip: FORT MYERS, FL 33908

Title: SD
Name: KELLEY, JEFF
Address: 8890 PASEO DE VALENCIA ST.
City-St-Zip: FORT MYERS, FL 33908

Title: D
Name: COWART, MARY ANN
Address: 9350 LOS ALISOS WAY
City-St-Zip: FORT MYERS, FL 33908

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BOB HAJICEK TD 02/03/2012

Electronic Signature of Signing Officer or Director — Date

2013 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 01, 2013
Secretary of State

DOCUMENT# N03000008338

Entity Name: LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

Current Principal Place of Business:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

Current Mailing Address:

C/O ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD, SUITE 200
FORT MYERS, FL 33919

FEI Number: 20-0277963

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ALLIANT PROPERTY MANAGEMENT, LLC
6719 WINKLER ROAD
SUITE 200
FORT MYERS, FL 33919 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail Detail :

Title	PD
Name	TARDIFF, PATRICK
Address	9220 BELLEZA WAY #201
City-State-Zip:	FORT MYERS FL 33908

Title	VPD
Name	BUCHANAN, ROB
Address	8849 PASEO DE VALENCIA ST.
City-State-Zip:	FORT MYERS FL 33908

Title	TD
Name	HAJICEK, BOB
Address	9226 CALLE ARRAGON AVE. #201
City-State-Zip:	FORT MYERS FL 33908

Title	SD
Name	SERGEANT, WALTER
Address	8749 SPRING MOUNTAIN WAY
City-State-Zip:	FORT MYERS FL 33908

Title	D
Name	RUIZ, FABIAN
Address	15670 ALTON DRIVE
City-State-Zip:	FORT MYERS FL 33908

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PATRICK TARDIFF — PRESIDENT — 02/01/2013

Electronic Signature of Signing Officer/Director Detail — Date

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:	)	Chapter 11
	)	Case No. 08-10928-JKO
TOUSA, INC.,	)	Jointly Administered
	)	Under Case No. 08-10928-JKO
	)	
Debtor.	)	
	)	

DEBTOR'S SCHEDULES OF ASSETS AND LIABILITIES

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:	)	Chapter 11
	)	Case No. 08-10928-JKO
TOUSA, INC.	)	Jointly Administered
	)	Under Case No. 08-10928-JKO
	)	
Debtor.	)	
	)	

General Notes Regarding the Debtor's Schedules of Assets and Liabilities

TOUSA, INC. (the "Debtor") submits its Schedules of Assets and Liabilities (each a "Schedule" and, collectively, the "Schedules") pursuant to section 521 of chapter 11 of the United States Code (the "Bankruptcy Code") and Rule 1007 of the Federal Rules of Bankruptcy Procedure.

The Debtor's management prepared the Schedules with the assistance of its court-appointed advisors. The Schedules are unaudited. The Debtor's management and advisors have made reasonable efforts to ensure that the Schedules are as accurate and complete as possible under the circumstances based on information that was available to them at the time of preparation; however, subsequent information or discovery may result in material changes to the Schedules and inadvertent errors or omissions may exist.

1. **Purpose of General Notes.** These General Notes Regarding the Debtor's Schedules of Assets and Liabilities (the "General Notes") are in addition to the specific notes set forth with respect to each Schedule and included as a cover page thereto (the "Specific Notes" and together with the General Notes, the "Notes"). These Notes are incorporated by reference in and comprise an integral part of the Schedules and should be referred to and reviewed in connection with any review of the Schedules.

2. **Methodology and Limitations**

   (a) **Basis of Presentation.** The Debtors in these chapter 11 cases do not include all of the direct and indirect subsidiaries of TOUSA, INC. (collectively, the "TOUSA Group"). Accordingly, combining the assets and claims set forth in the Schedules would result in amounts substantially different from financial information regarding TOUSA and its subsidiaries if such information were otherwise prepared on a consolidated basis under generally accepted accounting principles ("GAAP"). Therefore, the Schedules do not purport to represent financial statements prepared in accordance with GAAP; nor do they reconcile various

publicly availably financial statements filed by TOUSA with the Securities and Exchange Commission.

(b) **Debtors' Consolidated Cash Management System.** The Debtor and its affiliated Debtors utilize a consolidated cash management system, which consists of over 30 domestic bank accounts. The Debtors manage the cash within the cash management system by transferring funds among bank accounts as needed based on cash receipts and disbursements. The Debtors described the consolidated cash management system in detail in the Debtors' Emergency Motion for Entry of Interim and Final Orders (A) Authorizing the Debtors to Continue Using their Existing Cash Management System, Bank Accounts and Business Forms, (B) Granting Administrative Expense Priority to Postpetition Intercompany Claims and (C) Authorizing Continued Intercompany Arrangements and Historical Practices. The Court authorized the Debtors to continue using the cash management system on an interim basis by order entered January 31, 2008. As part of the cash management system, the Debtor maintains accounting records of daily transactions between and among itself and the Debtor affiliates. Thus, the Debtor's debits and credits are known and recorded. However, given the volume of such transactions, it would be unduly burdensome for the Debtor to separately identify each of these transactions for purposes of the Schedules. Accordingly, the Schedules may not reflect all payments made by an affiliated entity on behalf of this Debtor.

(c) **Confidential Information.** There may be instances in the Schedules where the Debtor has deemed it necessary and appropriate to redact from the public record information such as names, address or amounts. Typically, the Debtor has used this approach because of an agreement between the Debtor and a third party, concerns of confidentiality or concerns for the privacy of an individual. The Debtor has prepared a separate version of any Schedule from which information has been redacted. The Debtor will file a motion with the Bankruptcy Court to file the unredacted version under seal, and will provide a copy of the unredacted version to the Office of the United States Trustee and to counsel for the official committee of unsecured creditors once it is appointed.

(d) **Net Book Value of Assets.** It would be prohibitively expensive and unduly burdensome to obtain current market valuations for all of the Debtor's property interests. Accordingly, unless otherwise indicated, the Debtor's Schedules reflect net book values as of January 28, 2008, unless indicated otherwise.

3. **Debtor's Reservation of Rights.** Nothing contained in the Schedules or the General Notes shall constitute a waiver of rights with respect to these chapter 11 cases, including, but not limited to, issues involving substantive consolidation, equitable subordination,

characterization or re-characterization of contracts, assumption or rejection of executory contracts under the provisions of chapter 3 of the Bankruptcy Code and causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any applicable non-bankruptcy laws to recover assets or avoid transfers.

Official Form 6 - Summary (10/06)
UNITED STATES BANKRUPTCY COURT
Southern District of Florida, Fort Lauderdale

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, C, D, E, F, G, H, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

Name of Schedule	Attached (YES/NO)	No. of Sheets	Amounts Scheduled		
			Assets	Liabilities	Other
A - Real Property	YES	1	$0.00		
B - Personal Property	YES	18	$2,103,357,904.66		
C - Property Claimed as Exempt	NO	0			
D - Creditors Holding Secured Claims	YES	3		$0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	YES	7		$1,123,578.33	
F - Creditors Holding Unsecured NonPriority Claims	YES	4		$872,607.53	
G - Executory Contracts and Unexpired Leases	YES	6			
H - Codebtors	YES	5			
I - Current Income of Individual Debtor(s)	NO	N/A			
J - Current Expenditures of Individual Debtor(s)	NO	N/A			
TOTAL		52	$2,103,357,904.66	$1,996,185.86	

0810928080213094427348441

Official Form 6 - Summary (10/06)
UNITED STATES BANKRUPTCY COURT
Southern District of Florida, Fort Lauderdale

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	N/A
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E) (whether disputed or undisputed)	$0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E)	N/A
Student Loan Obligations (from Schedule F)	N/A
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	N/A
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	$0.00
TOTAL	$0.00

State the following:

H - Codebtors	N/A
I - Current Income of Individual Debtor(s)	N/A
J - Current Expenditures of Individual Debtor(s)	N/A

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		$0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	$338,328.33	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		$785,250.00
4. Total from Schedule F		$872,607.53
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		$1,657,857.53

FORM B6A (10/05)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If a joint petition is filed, state whether husband, wife, both of them jointly, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If any entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	H W J C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR MORTGAGE	AMOUNT OF SECURED CLAIM OR MORTGAGE
NONE				
		Subtotal (Total on this page)	$0.00	
		Total (Report total also on Summary of Schedules)	$0.00	

FORM B6B (10/05)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None". If additional space is needed in any category attach a separate sheet properly identified with the case name, case number and the number of the category. If a joint petition is filed, state whether husband, wife, both of them jointly, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "HWJC." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." In providing the information requested in this schedule, do not include the name or address of a minor child. Simply state "a minor child."

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		Petty cash 4000 Hollywood Blvd., Suite 500N Hollywood, FL 33021		$250.00
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		See Attachment B2		$51,766,246.88
3. Security deposits with public utilities, telephone companies, landlords, and others.		See Attachment B3		$2,585,962.27
4. Household goods and furnishings, including audio, video, and computer equipment.	X			$0.00

Subtotal (Total on this page) **$54,352,459.15**

LL 120

FORM B6B (10/05)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			$0.00
6. Wearing apparel.	X			$0.00
7. Furs and jewelry.	X			$0.00
8. Firearms and sports, photographic, and other hobby equipment.	X			$0.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		See Attachment B9		$0.00
10. Annuities. Itemize and name each issuer.	X			$0.00

Subtotal (Total on this page) **$0.00**

LL 121

FORM B6B (10/05)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			$0.00
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			$0.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		See Attachment B13		$1,757,256,927.00
14. Interests in partnerships or joint ventures. Itemize.		See Attachment B14		$1,239,433.00
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			$0.00
16. Accounts Receivable.	X			$0.00

Subtotal (Total on this page) **$1,758,496,360.00**

FORM B6B (10/05)

In re: TOUSA, Inc.

Case No. 08-10928(JKO)

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			$0.00
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.				$11,411,154.00
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A – Real Property.	X			$0.00
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			$0.00
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Income tax refunds		$202,840,243.00(1)
22. Patents, copyrights, and other intellectual property. Give particulars.		See Attachment B22		Unknown

Subtotal (Total on this page) **$214,251,397.00**

Footnote:

(1) The Company has accured certain income tax refunds, primarily a federal income tax refund, but has not yet prepared the income tax returns.

FORM B6B (10/05)

In re: TOUSA, Inc.

Case No. 08-10928(JKO)

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
23. Licenses, franchises, and other general intangibles. Give particulars.	X			$0.00
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			$0.00
25. Automobiles, trucks, trailers, and other vehicles and accessories.		Corporate ROC 4000 Hollywood Blvd, Suite 500N Hollywood, FL 33021		$61,149.14
26. Boats, motors, and accessories.	X			$0.00
27. Aircraft and accessories.	X			$0.00
28. Office equipment, furnishings, and supplies.		See Attachment B28		$2,327,643.83

Subtotal (Total on this page) **$2,388,792.97**

FORM B6B (10/05)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
29. Machinery, fixtures, equipment, and supplies used in business.	X			$0.00
30. Inventory.	X			$0.00
31. Animals.	X			$0.00
32. Crops - growing or harvested. Give particulars.	X			$0.00
33. Farming equipment and implements.	X			$0.00
34. Farm supplies, chemicals, and feed.	X			$0.00

Subtotal (Total on this page) **$0.00**

LL 125

FORM B6B (10/05)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HWJC	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
35. Other personal property of any kind not already listed. Itemize.		See Attachment B35		$73,868,895.54
			Subtotal (Total on this page)	**$73,868,895.54**
			Total (Report total also on Summary of Schedules)	**$2,103,357,904.66**

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B2
Personal Property - Checking, saving or other financial accounts

Bank/Institution	Address 1	Address 2	City	State	Zip	Account Number	Description	Balance
Wachovia Corporation	301 South College Street, Suite 4000	1 Wachovia Center Charlotte	Charlotte	NC	28288-0013	2000032609121	TOUSA, Inc.	$ 51,695,989.11
Wachovia Corporation	301 South College Street, Suite 4000	1 Wachovia Center Charlotte	Charlotte	NC	28288-0013	2079900547029	TOUSA, Inc.	$ -
Wachovia Corporation	301 South College Street, Suite 4000	1 Wachovia Center Charlotte	Charlotte	NC	28288-0013	2000032609134	TOUSA, Inc. - payroll	$ 58,696.96
Wachovia Corporation	301 South College Street, Suite 4000	1 Wachovia Center Charlotte	Charlotte	NC	28288-0013	2000040863130	TOUSA, Inc. - Pre ACH Funding	$ 11,560.81
							Total:	$ 51,766,246.88

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B3
Personal Property - Security deposits with public utilities, telephone companies, landlords, and others

Company	Address 1	Address 2	City	State	Zip	Service Provided	Deposit amount
Hilb Rogal and Hobbs	P.O. Box 676870		Dallas	TX	75267-6870	Insurance - warranty	$2,500,000.00
CDR Presidential	c/o CDR Realty, LLC	2424 N. Federal Hwy. Suite 159	Boca Raton	FL	33431	Rent of space - Corp.	$49,921.22
Concord Camera	4000 Hollywood Blvd - 6th Floor		Hollywood	FL	33021	Rent of space - Corp.	$30,724.38
Undetermined						Phone service	$1,860.00
Undetermined						Houston IT space deposit	$3,456.67
						Total:	$2,585,962.27

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B9
Personal Property - Interests in insurance policies

Insurance	Insurer	Policy Number	Cash surrender value
Home Builders Protective Insurance Policy	Steadfast Insurance Company	HBP3697389-03	
Automobile Liability	Progressive Express Insurance Company	05720080-0	
Automobile Liability	American Guarantee & Liability Company	BAP3436857-06	
Excess Liability (over WC and Auto)	American Guarantee and Liability Insurance Company	AEC5396305-04	
Primary Property Coverage	ACE Fire Underwriters Insurance Company	I20730043 003	
Excess Builder's Risk	Lloyd's of London	BK0004635002	
Excess Builder's Risk	Lloyd's of London (DBA AXIS Insurance Company)	BK0004655002	
Employed Lawyers Professional Liability	Executive Risk Indemnity, Inc.	8169-2159	
Employment Practices Liability	American Home Assurance Co. (DBA American International South Insurance Company)	997-46-47	
Directors and Officers Liability	XL Specialty Insurance Company	ELU095600-06	
Directors and Officers Liability	National Union Fire Insurance Company of Pittsburgh, Pa.	965-90-16	
Directors and Officers Liability	Westchester Fire Insurance Company	G23621527 001	
Directors and Officers Liability	AXIS Reinsurance Company	RAN723167/01/2006	
Directors and Officers Liability	RSUI Indemnity	NH5623636	
Directors and Officers Liability	Allied World Assurance Company	AW3259052	
Directors and Officers Liability	Beazley Insurance Co. Inc.	V15FA606PNDM	
Directors and Officers Liability	XL Bermuda	BM0002535DD06A	
Directors and Officers Liability	Arch Insurance Company	ABX0019259-00	
Kidnap and Ransom	AIG (DBA National Union Fire)	5475087	
Crime Coverage	Great American	5503906	
Fiduciary Liability Coverage	Beazley Insurance Company	V15JMK07PNDM	
Real Estate Environmental Liability	Steadfast Insurance Company	REL 5244621-00	
Third Party Insured Warranty Program	Professional Warranty Service Corp. (As administrator for Steadfast Insurance Company)	8078237 - B38046300	
Condominium Unit Owners Policy	Certain Underwriter at Lloyds	LL011FL012458J	
Condominium Wind Policy	Citizens Property Ins. Corp.	6521169	
Condominium Unit Owners Policy	Lloyd's of London	LL011FL013384I	
Workers Compensation/Employer's Liability	Liberty Mutual Insurance Company	WA7-69D-440043-027	
Plan Purchaser Liability	Homeland Insurance Company of New York	MCP-167807	
		Total	Unknown

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B13
Personal Property - Stock and interests in incorporated and unincorporated businesses

Business Name	Address 1	Address 2	City	State	Zip	Ownership % or # of shares	Book value of investment
TOI, LLC	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA, LLC.	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Associate Services Company	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Homes, Inc.	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Realty, Inc.	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Investment #2, Inc.	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Homes Arizona, L.L.C	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Homes Colorado, L.L.C	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Homes Nevada, LLC	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Homes Mid-Atlantic Holding, LLC	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA Homes Mid-Atlantic, LLC	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
TOUSA/West Holdings, Inc.	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	100%	
Total book value							$ 1,757,256,927.00

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B14
Personal Property - Interests in partnerships or joint ventures

Name of partnership or JV	Address 1	Address 2	City	State	Zip	Description	Ownership %	Book value of investment
TOUSA Homes, L.P.	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	General Partr	1%	
TOUSA Homes Florida, L.P.	4000 Hollywood Blvd	Ste. 500N	Hollywood	FL	33021	General Partr	1%	
								$ 1,239,433.00

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B18
Personal Property - Other liquidated debts owing to debtor including tax refunds

Entity	Address 1	Address 2	City	State	Zip	Description	Receivable balance
United States Treasury	Internal Revenue Service		Ogden	UT	84201-0012	Federal income tax refund - overpayment of estimated tax	7,500,000.00
United States Treasury	Internal Revenue Service		Ogden	UT	84201-0012	Federal excise tax refund	81,083.00
State of Arizona	1600 W. Monroe St.		Phoenix	AZ	85007	Income tax refund - overpayments	2,528,311.00
Colorado Department of Revenue	1375 Sherman St.		Denver	CO	80261	Income tax refund - overpayments	1,301,760.00
						Total:	11,411,154.00

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B22
Personal Property - Patents, copyrights, and other intellectual property

Legal Entity	Patent/Trademark name	Expiration Date	Market value
TOUSA, Inc.	TOUSA		Unknown
TOUSA, Inc.	BREAKING NEW GROUND		Unknown
TOUSA, Inc.	Architectural work. Title: Garfield: no. 3503		Unknown
TOUSA, Inc.	Architectural work. Title: Grant: no. 3560		Unknown
TOUSA, Inc.	Architectural work. Title: Jefferson: no. 3570		Unknown
TOUSA, Inc.	Architectural work. Title: Madelaine No. 4575		Unknown
TOUSA, Inc.	Architectural work. Title: Melissa: no. 4585		Unknown
TOUSA, Inc.	Architectural work. Title: Samantha: no. 4022		Unknown
TOUSA, Inc.	Architectural work. Title: Samara: no. 4065 RF		Unknown
TOUSA, Inc.	Architectural work. Title: Sarah: no. 4010		Unknown
TOUSA, Inc.	Architectural work. Title: Sonya: no. 4020		Unknown
TOUSA, Inc.	Architectural work. Title: Sophia: no. 4005		Unknown
TOUSA, Inc.	Architectural work. Title: Suzanna: no. 4055		Unknown
TOUSA, Inc.	Architectural work. Title: The Adams: no. 3575 RF		Unknown
TOUSA, Inc.	Architectural work. Title: The Kennedy: no. 3565 RF		Unknown
TOUSA, Inc.	Architectural work. Title: The Roosevelt: no. 3555 RF		Unknown
TOUSA, Inc.	Architectural work. Title: The Sylvia: no. 4060 RF		Unknown
TOUSA, Inc.	Architectural work. Title: The Truman: no. 3505		Unknown
TOUSA, Inc.	Architectural work. Title: The Washington: no. 3502		Unknown
TOUSA, Inc.	Architectural work. Title: The Wilson: no. 3551 RF		Unknown
TOUSA, Inc.	Architectural work. Title: 4510.		Unknown
TOUSA, Inc.	Architectural work. Title: 4530.		Unknown
TOUSA, Inc.	Architectural work. Title: 4555		Unknown
TOUSA, Inc.	Architectural work. Title: Alexandria 2000		Unknown
TOUSA, Inc.	Architectural work. Title: Ascot		Unknown
TOUSA, Inc.	Architectural work. Title: Baccarat		Unknown
TOUSA, Inc.	Architectural work. Title: Baccarrat		Unknown
TOUSA, Inc.	Architectural work. Title: Banyan Trails, 1999: Cypress		Unknown
TOUSA, Inc.	Architectural work. Title: Banyan Trails Twin Townhomes		Unknown
TOUSA, Inc.	Architectural work. Title: Bartran		Unknown
TOUSA, Inc.	Architectural work. Title: Bayberry: no. 40-1662		Unknown
TOUSA, Inc.	Architectural work. Title: Bayhill Estates Yale no. V6368.		Unknown
TOUSA, Inc.	Architectural work. Title: Aberdeen		Unknown
TOUSA, Inc.	Architectural work. Title: Bimini		Unknown
TOUSA, Inc.	Architectural work. Title: Santa Barbara.		Unknown
TOUSA, Inc.	Architectural work. Title: Newport		Unknown
TOUSA, Inc.	Architectural work. Title: Bal Harbour		Unknown
TOUSA, Inc.	Architectural work. Title: Bridgeport		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Newport		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: La Jolla		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Bal Harbour		Unknown
TOUSA, Inc.	Architectural work. Title: Santa Barbara		Unknown
TOUSA, Inc.	Architectural work. Title: Brookfield		Unknown
TOUSA, Inc.	Architectural work. Title: Boca Grande		Unknown
TOUSA, Inc.	Architectural work. Title: Buckingham		Unknown
TOUSA, Inc.	Architectural work. Title: Butterfield: no. 1730		Unknown
TOUSA, Inc.	Architectural work. Title: Cabot		Unknown
TOUSA, Inc.	Architectural work. Title: Cabridge: Avon Estates		Unknown
TOUSA, Inc.	Architectural work. Title: Captiva		Unknown
TOUSA, Inc.	Architectural work. Title: Cascade: no. P1645		Unknown
TOUSA, Inc.	Architectural work. Title: Catalina '94		Unknown
TOUSA, Inc.	Architectural work. Title: Concord '94		Unknown
TOUSA, Inc.	Architectural work. Title: Crystal Point, Mikasa		Unknown
TOUSA, Inc.	Architectural work. Title: Crystal Point, Lalique		Unknown
TOUSA, Inc.	Architectural work. Title: Egret		Unknown
TOUSA, Inc.	Architectural work. Title: Dartmouth		Unknown
TOUSA, Inc.	Architectural work. Title: Denmark		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: El Mirasol		Unknown
TOUSA, Inc.	Architectural work. Title: El Solano, Mizner Pointe: no. M35-02304		Unknown
TOUSA, Inc.	Architectural work. Title: Eldorado		Unknown
TOUSA, Inc.	Architectural work. Title: FL-26		Unknown
TOUSA, Inc.	Architectural work. Title: FL23		Unknown
TOUSA, Inc.	Architectural work. Title: FL24		Unknown
TOUSA, Inc.	Architectural work. Title: FL26/S		Unknown
TOUSA, Inc.	Architectural work. Title: FL30		Unknown
TOUSA, Inc.	Architectural work. Title: FL31		Unknown
TOUSA, Inc.	Architectural work. Title: Fraser: plan no. P1457		Unknown

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B22
Personal Property - Patents, copyrights, and other intellectual property

Legal Entity	Patent/Trademark name	Expiration Date	Market value
TOUSA, Inc. (employer for hire)	Architectural work. Title: Gorham		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Grand Cayman		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Hampton: no. P50-2102		Unknown
TOUSA, Inc.	Architectural work. Title: Ibis: no. 59-2248		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Key Biscayne		Unknown
TOUSA, Inc.	Architectural work. Title: Kingston '96: no. E50-3288		Unknown
TOUSA, Inc.	Architectural work. Title: La Bellucia		Unknown
TOUSA, Inc.	Architectural work. Title: La Bonita		Unknown
TOUSA, Inc.	Architectural work. Title: La Cordova		Unknown
TOUSA, Inc.	Architectural work. Title: La Fontana, Mizner Pointe		Unknown
TOUSA, Inc.	Architectural work. Title: La Selena		Unknown
TOUSA, Inc.	Architectural work. Title: La Verona		Unknown
TOUSA, Inc.	Architectural work. Title: Lakes of Sherbrooke - The Pearl		Unknown
TOUSA, Inc.	Architectural work. Title: Lalique		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Lenox		Unknown
TOUSA, Inc.	Architectural work. Title: Lexington		Unknown
TOUSA, Inc.	Architectural work. Title: Malibu		Unknown
TOUSA, Inc.	Architectural work. Title: Manchester		Unknown
TOUSA, Inc.	Architectural work. Title: Mansfield		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Martinique		Unknown
TOUSA, Inc.	Architectural work. Title: Monterey		Unknown
TOUSA, Inc.	Architectural work. Title: Oxford III'94		Unknown
TOUSA, Inc.	Architectural work. Title: Pelican		Unknown
TOUSA, Inc.	Architectural work. Title: Carmel		Unknown
TOUSA, Inc.	Architectural work. Title: Montego, P40-2464.		Unknown
TOUSA, Inc.	Architectural work. Title: Pineland		Unknown
TOUSA, Inc.	Architectural work. Title: Plan no. FL242		Unknown
TOUSA, Inc.	Architectural work. Title: Catamount, F2094		Unknown
TOUSA, Inc.	Architectural work. Title: Princeton III		Unknown
TOUSA, Inc.	Architectural work. Title: Providence		Unknown
TOUSA, Inc.	Architectural work. Title: Radcliffe		Unknown
TOUSA, Inc.	Architectural work. Title: RL-30		Unknown
TOUSA, Inc.	Architectural work. Title: RL25		Unknown
TOUSA, Inc.	Architectural work. Title: FL31		Unknown
TOUSA, Inc.	Architectural work. Title: RL33		Unknown
TOUSA, Inc.	Architectural work. Title: RL34		Unknown
TOUSA, Inc.	Architectural work. Title: RL34		Unknown
TOUSA, Inc.	Architectural work. Title: Birchwood		Unknown
TOUSA, Inc.	Architectural work. Title: Cornell "94".		Unknown
TOUSA, Inc.	Architectural work. Title: Sabal Palm		Unknown
TOUSA, Inc.	Architectural work. Title: San Benito		Unknown
TOUSA, Inc.	Architectural work. Title: San Carlos		Unknown
TOUSA, Inc.	Architectural work. Title: San Luis		Unknown
TOUSA, Inc.	Architectural work. Title: San Marcos		Unknown
TOUSA, Inc.	Architectural work. Title: San Marino		Unknown
TOUSA, Inc.	Architectural work. Title: San Ramon		Unknown
TOUSA, Inc.	Architectural work. Title: San Sebastian		Unknown
TOUSA, Inc.	Architectural work. Title: Sheffield 2000		Unknown
TOUSA, Inc.	Architectural work. Title: Shellowe		Unknown
TOUSA, Inc.	Architectural work. Title: SL-30		Unknown
TOUSA, Inc.	Architectural work. Title: SL2795		Unknown
TOUSA, Inc.	Architectural work. Title: SL29		Unknown
TOUSA, Inc.	Architectural work. Title: SL3057		Unknown
TOUSA, Inc.	Architectural work. Title: South Hampton II		Unknown
TOUSA, Inc.	Architectural work. Title: Springtree: Carissa		Unknown
TOUSA, Inc.	Architectural work. Title: Springree: Magnolia		Unknown
TOUSA, Inc.	Architectural work. Title: Springtree: Azalea		Unknown
TOUSA, Inc.	Architectural work. Title: Springree: Jasmine		Unknown
TOUSA, Inc.	Architectural work. Title: St. Croix		Unknown
TOUSA, Inc.	Architectural work. Title: St. James		Unknown
TOUSA, Inc.	Architectural work. Title: St. Kitts		Unknown
TOUSA, Inc.	Architectural work. Title: St. Martin		Unknown
TOUSA, Inc.	Architectural work. Title: St. Thomas		Unknown
TOUSA, Inc.	Architectural work. Title: Sterling: plan no. P1835		Unknown
TOUSA, Inc.	Architectural work. Title: Viscaya V3 Car "94".		Unknown
TOUSA, Inc.	Architectural work. Title: Palm Beach.		Unknown
TOUSA, Inc.	Architectural work. Title: Princeton IV.		Unknown

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B22
Personal Property - Patents, copyrights, and other intellectual property

Legal Entity	Patent/Trademark name	Expiration Date	Market value
TOUSA, Inc. (employer for hire)	Architectural work. Title: Carrington		Unknown
TOUSA, Inc.	Architectural work. Title: Stirling		Unknown
TOUSA, Inc.	Architectural work. Title: Stonegate		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Stoneridge, Santa Barbara 3000		Unknown
TOUSA, Inc.	Architectural work. Title: Great Spruce 3 car.		Unknown
TOUSA, Inc.	Architectural work. Title: Fairfield.		Unknown
TOUSA, Inc.	Architectural work. Title: Stratton		Unknown
TOUSA, Inc.	Architectural work. Title: Sullivan II		Unknown
TOUSA, Inc.	Architectural work. Title: Teakwood		Unknown
TOUSA, Inc.	Architectural work. Title: Jamestown		Unknown
TOUSA, Inc.	Architectural work. Title: Templeton		Unknown
TOUSA, Inc.	Architectural work. Title: The Hawthorne, Palm Beach County, FL		Unknown
TOUSA, Inc.	Architectural work. Title: The Keeneland, Palm Beach county, FL		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Torrey Pine		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Tradewinds '94		Unknown
TOUSA, Inc.	Architectural work. Title: Vanderbilt		Unknown
TOUSA, Inc.	Architectural work. Title: Versailles		Unknown
TOUSA, Inc.	Architectural work. Title: Waters Edge		Unknown
TOUSA, Inc.	Architectural work. Title: Waterford		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Waterford		Unknown
TOUSA, Inc.	Architectural work. Title: Copenhagen.		Unknown
TOUSA, Inc.	Architectural work. Title: Great Spruce.		Unknown
TOUSA, Inc.	Architectural work. Title: Willow Oak.		Unknown
TOUSA, Inc.	Architectural work. Title: Laurel III.		Unknown
TOUSA, Inc.	Architectural work. Title: Redwood.		Unknown
TOUSA, Inc.	Architectural work. Title: Maplewood.		Unknown
TOUSA, Inc.	Architectural work. Title: Timberline '94		Unknown
TOUSA, Inc.	Architectural work. Title: Windsor		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Yale: no. 6368		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Yale, 6065 "94"		Unknown
TOUSA, Inc. (employer for hire)	Architectural work. Title: Yale 6065, '95		Unknown
TOUSA, Inc.	4514		Unknown
TOUSA, Inc.	5016		Unknown
TOUSA, Inc.	5015		Unknown
TOUSA, Inc.	5014		Unknown
TOUSA, Inc.	5013		Unknown
TOUSA, Inc.	5012		Unknown
TOUSA, Inc.	5011		Unknown
TOUSA, Inc.	4518		Unknown
TOUSA, Inc.	4517		Unknown
TOUSA, Inc.	4516		Unknown
TOUSA, Inc.	4515		Unknown
TOUSA, Inc.	5517		Unknown
TOUSA, Inc.	5518		Unknown
TOUSA, Inc.	4020		Unknown
TOUSA, Inc.	4019		Unknown
TOUSA, Inc.	4018		Unknown
TOUSA, Inc.	4017		Unknown
TOUSA, Inc.	4015		Unknown
TOUSA, Inc.	4016		Unknown
TOUSA, Inc.	4021		Unknown
TOUSA, Inc.	4022		Unknown
TOUSA, Inc.	4023		Unknown
TOUSA, Inc.	4512		Unknown
TOUSA, Inc.	4511		Unknown
TOUSA, Inc.	4513		Unknown
TOUSA, Inc.	4520		Unknown
TOUSA, Inc.	4519		Unknown
TOUSA, Inc.	5020		Unknown
TOUSA, Inc.	5019		Unknown
TOUSA, Inc.	5017		Unknown
TOUSA, Inc.	5018		Unknown
TOUSA, Inc.	5511		Unknown
TOUSA, Inc.	5512		Unknown
TOUSA, Inc.	5513		Unknown
TOUSA, Inc.	5514		Unknown
TOUSA, Inc.	5516		Unknown

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B22
Personal Property - Patents, copyrights, and other intellectual property

Legal Entity	Patent/Trademark name	Expiration Date	Market value
TOUSA, Inc.	5515		Unknown
TOUSA, Inc.[2]	35-1392		Unknown
TOUSA, Inc.[2]	35-1575		Unknown
TOUSA, Inc.[2]	35-1944		Unknown
TOUSA, Inc.[2]	35-1962		Unknown
TOUSA, Inc.[2]	35-2170		Unknown
TOUSA, Inc.[2]	35-2261		Unknown
TOUSA, Inc.[2]	35-2742		Unknown
TOUSA, Inc.[2]	35-2943		Unknown
TOUSA, Inc.[2]	35-2655		Unknown
TOUSA, Inc.[2]	35-1824		Unknown
TOUSA, Inc.[2]	30-1374		Unknown
TOUSA, Inc.[2]	30-1850		Unknown
TOUSA, Inc.[2]	30-1756		Unknown
TOUSA, Inc.[2]	30-1904		Unknown
TOUSA, Inc.[2]	30-1835		Unknown
TOUSA, Inc.[2]	40-1606		Unknown
TOUSA, Inc.[2]	40-2082		Unknown
TOUSA, Inc.[2]	40-2297		Unknown
TOUSA, Inc.[2]	40-2600		Unknown
TOUSA, Inc.[2]	40-1405		Unknown
TOUSA, Inc.[2]	40-2883		Unknown
TOUSA, Inc.[2]	40-3086		Unknown
TOUSA, Inc.[2]	Copeland		Unknown
TOUSA, Inc.[2]	Hannah		Unknown
TOUSA, Inc.[2]	Devonshire		Unknown
TOUSA, Inc.[2]	Rivermont		Unknown
TOUSA, Inc.[2]	Marissa		Unknown
TOUSA, Inc.[2]	Sagecrest		Unknown
TOUSA, Inc.[2]	Ashworth		Unknown
TOUSA, Inc.[2]	Hastings		Unknown
TOUSA, Inc.[2]	Teesdale		Unknown
[2] Copyright Applications		Total:	Unknown

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B28
Personal Property - Office equipment, furnishings, and supplies

Description		Address 1	Address 2	Address 3	City	State	Zip	Book value
Capitalized Software	Corporate ROC	4000 Hollywood Blvd	Suite 500N		Hollywood	Florida	33021	$1,213,071.65
Corporate ROC	Corporate ROC	4000 Hollywood Blvd	Suite 500N		Hollywood	Florida	33021	$0.00
Equipment	Corporate ROC	4000 Hollywood Blvd	Suite 500N		Hollywood	Florida	33021	$964,845.20
Furniture & Fixtures	Corporate ROC	4000 Hollywood Blvd	Suite 500N		Hollywood	Florida	33021	$149,726.98
						Total:		$2,327,643.83

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule B35
Personal Property - Other personal property of any kind not already listed

Description	Address 1	Address 2	City	State	Zip	Net Book Value
Corporate ROC	4000 Hollywood Blvd	Suite 500N	Hollywood	Florida	33021	$0.00
Leasehold Improvements	4000 Hollywood Blvd	Suite 500N	Hollywood	Florida	33021	$397,978.97
Prepaid assets:						
Prepaid Expense	4000 Hollywood Blvd	Suite 500N	Hollywood	Florida	33021	$5,253,132.72
Prepaid Insurance	4000 Hollywood Blvd	Suite 500N	Hollywood	Florida	33021	$13,295,718.29
Net Deferred Finance Costs	4000 Hollywood Blvd	Suite 500N	Hollywood	Florida	33021	$55,064,604.66
Misc. other assets	4000 Hollywood Blvd	Suite 500N	Hollywood	Florida	33021	$255,439.87
Total other personal property						$73,868,895.54

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:	)	Chapter 11
	)	Case No. 08-10928-JKO
TOUSA, INC.	)	Jointly Administered
	)	Under Case No. 08-10928-JKO
	)	
Debtor.	)	
	)	

Specific Notes Regarding the Debtor's Schedule D

1. These Specific Notes Regarding the Debtor's Schedule D are in addition to the General Notes Regarding the Debtor's Schedules of Assets and Liabilities, which are incorporated herein by reference.

2. Listing a claim on Schedule D as "secured" does not constitute an admission by the Debtor of the legal rights of the claimant, or a waiver of the Debtor's right to reclassify such claim or contract. Moreover, although the Debtor may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtor's assets in which such creditors may have a lien has been undertaken. The Debtor reserves all rights to dispute or challenge the secured nature of any such creditor's claims or the characterization of the structure of any transaction, or any document or instrument related to such creditor's claim.

3. By order dated February 1, 2008, the Court approved the Debtor's payment of certain prepetition lien claims and priority claims in the ordinary course of business. The Debtor is in the process of analyzing and identifying potential lien claimants. The Debtor has not listed on Schedule D those creditors who may have statutory lien rights or any creditors who may have alleged secured claims based on such statutory lien rights.

Official Form 6D (10/06)

In re: TOUSA, Inc.

Case No. 08-10928(JKO)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112. If "a minor child" is stated, also include the name, address, and legal relationship to the minor child of a person described in Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND AN ACCOUNT NUMBER (See Instructions Above)	CODEBTOR	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
See Attachment D							Unliquidated	Unknown
						Subtotal (Total on this page)	$0.00	$0.00
						Total	$0.00	$0.00
							(Report also on Summary of Schedules)	(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data)

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule D
Creditors Holding Secured Claims

Creditor's Name	Creditor Notice Name	Codebtor	Address 1	Address 2	Address 3	City	State	Zip	Country	Date claim was incurred, nature of lien and description and value of property subject to lien	Contingent	Unliquidated	Disputed	Amount of claim without deducting value of collateral	Unsecured portion, if any
Citicorp North America, Inc., as Administrative Agent and Lender	Citicorp North America, Inc., as Administrative Agent and Lender	X	Attn: David G. Maffett	Two Penns Way	Suite 200	New Castle	DE	19720	USA	The Second Amended and Restated Revolving Loan Credit Agreement was originated on 7/31/07 and amended and restated on 12/14/07. This debt instrument has a first lien on the Assets and Stock of the Co-Guarantors which are subject to the lien.		X		Unliquidated	Unknown
Citicorp North America, Inc., as Administrative Agent and Lender	Citicorp North America, Inc., as Administrative Agent and Lender	X	Attn: David G. Maffett	Two Penns Way	Suite 200	New Castle	DE	19720	USA	The First Lien Term Loan Credit Agreement due 2012 was originated on 7/31/07 and last amended on 12/14/07. This debt instrument is second to The Second Amended and Restated Revolving Loan Credit Agreement for a lien on the Assets and Stock of the Co-Guarantors which are subject to the lien.		X		Unliquidated	Unknown
Citicorp North America, Inc., as Administrative Agent and Lender	Citicorp North America, Inc., as Administrative Agent and Lender	X	Attn: David G. Maffett	Two Penns Way	Suite 200	New Castle	DE	19720	USA	The Second Lien Term Loan Credit Agreement due 2013 was originated on 7/31/07. This debt instrument is second to The Second Amended and Restated Revolving Loan Credit Agreement and the First Lien Term Loan Credit Agreement for a lien on the Assets and Stock of the Co-Guarantors which are subject to the lien.		X		Unliquidated	Unknown
										Total:				Unliquidated	Unknown

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:	)	Chapter 11
	)	Case No. 08-10928-JKO
TOUSA, INC.	)	Jointly Administered
	)	Under Case No. 08-10928-JKO
	)	
Debtor.	)	
	)	

Specific Notes Regarding the Debtor's Schedule E

1. These Specific Notes Regarding the Debtor's Schedule E are in addition to the General Notes Regarding the Debtor's Schedules of Assets and Liabilities, which are incorporated herein by reference.

2. Listing a claim on Schedule E as "unsecured priority" does not constitute an admission by the Debtor of the legal rights of the claimant. The Debtor hereby expressly reserves the right to assert that any claim listed on Schedule E does not constitute an unsecured priority claim under section 507 of the Bankruptcy Code and thus constitutes an unsecured nonpriority claim.

3. By order dated January 31, 2008, the Court authorized the Debtor to pay or honor certain prepetition obligations for employee wages, salaries, bonuses and other compensation, reimbursable employee expenses and employee medical and similar benefits (the "Wages and Benefits Order"). The Debtor is in the process of analyzing these claims and, to the extent the Debtor has paid any of them, they are not listed on Schedule E. In addition, the Debtor may pay some claims listed on Schedule E in the ordinary course of business during this chapter 11 case pursuant to the Wages and Benefits Order.

Official Form 6E (04/07)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112. If "a minor child" is stated, also include the name, address, and legal relationship to the minor child of a person described in Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts who file a case under chapter 7 or 13 report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts who file a case under chapter 7 report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic Support Obligations**

Claims for domestic support that are owed or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☑ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to $10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Official Form 6E (04/07) - Cont.

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to $5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to $2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507 (a)(10).

*Amounts are subject to adjustment on April 1, 2010 and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Official Form 6E (04/07) - Cont.

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above)	CODEBTOR	HWJC	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
See Attachment E1							$14,521.83	$14,521.83	$0.00
See Attachment E2			Wages				$1,109,056.50	$323,806.50	$785,250.00
			Subtotal (Total on this page):				**$1,123,578.33**	**$338,328.33**	**$785,250.00**
			Total:				**$1,123,578.33**		
			Totals:					**$338,328.33**	**$785,250.00**

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule E1
Creditors Holding Unsecured Priority Claims

Creditor's Name	Address 1	Address 2	City	State	Zip	Country	Date claim was incurred and consideration for claim	Subject to setoffs Y/N	Contingent	Unliquidated	Disputed	Total amount of claim
Dorothea Jenkins	P.O. BOX 1303		PFLUGERVILLE	TX	78691	USA	EE 20080121					REDACTED
Jeff Vogt	3740 OCEAN BEACH BLVD - 506		COCOA BEACH	FL	32931	USA	EE 20080126					REDACTED
Jeff Vogt	3740 OCEAN BEACH BLVD - 506		COCOA BEACH	FL	32931	USA	EE 20080128					REDACTED
Jeff Vogt	3740 OCEAN BEACH BLVD - 506		COCOA BEACH	FL	32931	USA	EE 20080130					REDACTED
Karen Holfman	8510 N Fitzgerald Way		Missouri City	TX	77459	USA	EE 20080102					REDACTED
Karen Holfman	8510 N Fitzgerald Way		Missouri City	TX	77459	USA	EE 20080118					REDACTED
Nicole Wasser	2371 NW 36 Avenue		Coconut Creek	FL	33066	USA	EE 20080125					REDACTED
Nicole Wasser	2371 NW 36 Avenue		Coconut Creek	FL	33066	USA	EE 20080201					REDACTED
Terry White	3415 Lakeridge Canyon Drive		Sugarland	TX	77478	USA	EE 20080131					REDACTED
Tommy McAden	1100 East Southlake Blvd	Suite 250	Southlake	TX	76092	USA	EE 20080108					REDACTED
Tommy McAden	1100 East Southlake Blvd	Suite 250	Southlake	TX	76092	USA	EE 20080109					REDACTED
								Total:				$14,521.83

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule E2
Creditors Holding Unsecured Priority Claims

Creditor's Name	Address 1	Address 2	City	State	Zip	Country	Date claim was incurred and consideration for claim	Contingent	Unliquidated	Disputed	Total amount of claim	Amount entitled to priority	Amount not entitled to priority, if any
Acree, Derek	PO Box 32552		Palm Beach Garden	Florida	33420	US	Wages				REDACTED	REDACTED	REDACTED
Aleman, Jackeline	220 SW 68 Blvd		Pembroke Pines	Florida	33023	US	Wages				REDACTED	REDACTED	REDACTED
Banks, Robert A	7866 NW 7 Ct		Plantation	Florida	33324	US	Wages				REDACTED	REDACTED	REDACTED
Bear, Ryan A	1301 NE Miami Gardens Drive		North Miami Beach	Florida	33179	US	Wages				REDACTED	REDACTED	REDACTED
Belizaire, Doris	1381 NW 198 St		Miami	Florida	33169	US	Wages				REDACTED	REDACTED	REDACTED
Benayoun, David	871 NW 115 Ave		Plantation	Florida	33325	US	Wages				REDACTED	REDACTED	REDACTED
Bowe, Justus	19390 Collins Ave	Apt 501	Sunny Isles	Florida	33160	US	Wages				REDACTED	REDACTED	REDACTED
Brown, Misty	5550 NW 49 Ave		Coconut Creek	Florida	33073	US	Wages				REDACTED	REDACTED	REDACTED
Buller, William Kent	7 Glenwood Ave		Catonsville	Maryland	21228	US	Wages				REDACTED	REDACTED	REDACTED
Campbell, Jody	9800 W Bay Harbor Dr	Apt 709	Bay Harbor Island	Florida	33154	US	Wages				REDACTED	REDACTED	REDACTED
Campos, Jeremy John	620 N University Dr		Plantation	Florida	33324	US	Wages				REDACTED	REDACTED	REDACTED
Colas, Gaye Ingrid	1118 SW 104 Way		Pembroke Pines	Florida	33025	US	Wages				REDACTED	REDACTED	REDACTED
Cordova Jr, Carlos H	21026 Northern Colony Court		Katy	Texas	77449	US	Wages				REDACTED	REDACTED	REDACTED
Correa, Ana M	588 N University Dr		Plantation	Florida	33324	US	Wages				REDACTED	REDACTED	REDACTED
Devendorf, Russell	3210 Birch Terr		Davie	Florida	33330	US	Wages				REDACTED	REDACTED	REDACTED
DeVries, Daniel	9261 SW 146 Ct		Miami	Florida	33186	US	Wages				REDACTED	REDACTED	REDACTED
Dodge, Geraldine	6790 NW 69 Ct		Tamarac	Florida	33321	US	Wages				REDACTED	REDACTED	REDACTED
D'Ugard, Claudio	5308 Jefferson St		Hollywood	Florida	33021	US	Wages				REDACTED	REDACTED	REDACTED
Egan, Thomas J	9576 Palisades Park Rd		Boca Raton	Florida	33428	US	Wages				REDACTED	REDACTED	REDACTED
Engelman, Jason A	21717 Fall River Dr		Boca Raton	Florida	33428	US	Wages				REDACTED	REDACTED	REDACTED
Gagne, Gregory J	16492 SW 32 St		Miramar	Florida	33027	US	Wages				REDACTED	REDACTED	REDACTED
Gaines, Courtney Lynn	501 SW 109 Ave	Apt 306	Pembroke Pines	Florida	33025	US	Wages				REDACTED	REDACTED	REDACTED
Gallardo, Daniel Enrique	1351 Camellia Ln		Weston	Florida	33326	US	Wages				REDACTED	REDACTED	REDACTED
Gatto, Chris	4607 NW 90 Ave		Sunrise	Florida	33351	US	Wages				REDACTED	REDACTED	REDACTED
Georgescu, Sorana Luciana	340 Sunset Dr	Apt 709	Fort Lauderdale	Florida	33301	US	Wages				REDACTED	REDACTED	REDACTED
Gerstbrein, Erin P	12715 Autumn Glen Drive		Sugar Land	Texas	77478	US	Wages				REDACTED	REDACTED	REDACTED
Gonzalez, Tracy Lynn	9819 Lago Drive		Boynton Beach	Florida	33472	US	Wages				REDACTED	REDACTED	REDACTED
Graham, Cynthia E	PO Box 822834		Pembroke Pines	Florida	330822834	US	Wages				REDACTED	REDACTED	REDACTED
Grubb, Jeremy	10761 Arbor View Blvd		Orlando	Florida	32825	US	Wages				REDACTED	REDACTED	REDACTED
Hamilton, Kwame A	941 NW 79 Ter		Plantation	Florida	33324	US	Wages				REDACTED	REDACTED	REDACTED
Hoffman, Karol S	8510 N Fitzgerald Way		Missouri City	Texas	77459	US	Wages				REDACTED	REDACTED	REDACTED
Karst, Bradford Paul	1525 SW 6 Ave		Boca Raton	Florida	33486	US	Wages				REDACTED	REDACTED	REDACTED
Laakso, Brandy Gayle	5115 Kingfisher Dr		Houston	Texas	77035	US	Wages				REDACTED	REDACTED	REDACTED
Lakhani, Pratima A	6971 E Wedgewood Ave		Davie	Florida	33331	US	Wages				REDACTED	REDACTED	REDACTED
Lawrence, Jennifer Anne	1500 Bay Rd	Apt 1066	Miami Beach	Florida	33139	US	Wages				REDACTED	REDACTED	REDACTED
Longobardi, Bryan James	6352 Leamont Dr		Houston	Texas	77072	US	Wages				REDACTED	REDACTED	REDACTED
Lothian, Jeffrey	3025 Spanish Trail		Delray Beach	Florida	33483	US	Wages				REDACTED	REDACTED	REDACTED
Mangum, Valerie	5540 Hawkes Bluff Ave		Davie	Florida	33331	US	Wages				REDACTED	REDACTED	REDACTED
Martinelli, Edward Chris	704 Conservation Dr		Weston	Florida	33327	US	Wages				REDACTED	REDACTED	REDACTED
Martinez, Renee	6951 Loch Ness Dr		Miami Lakes	Florida	33014	US	Wages				REDACTED	REDACTED	REDACTED
McNamara, Patricia Lynn	125 NW 91 Ave		Pembroke Pines	Florida	33024	US	Wages				REDACTED	REDACTED	REDACTED
McPherran, Scott Patrick	741 N Pine Island Rd	Unit 5 301	Plantation	Florida	33324	US	Wages				REDACTED	REDACTED	REDACTED
Miguel, Maritza M	18073 SW 13 St		Pembroke Pines	Florida	33029	US	Wages				REDACTED	REDACTED	REDACTED
Minors, Brenda	9320 E Heather Ln		Miramar	Florida	33025	US	Wages				REDACTED	REDACTED	REDACTED

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule E2
Creditors Holding Unsecured Priority Claims

Creditor's Name	Address 1	Address 2	City	State	Zip	Country	Date claim was incurred and consideration for claim	Contingent	Unliquidated	Disputed	Total amount of claim	Amount entitled to priority	Amount not entitled to priority, if any
Moeller-Olvera, Cheryl A	21522 Willow Glade		Katy	Texas	77450	US	Wages				REDACTED	REDACTED	REDACTED
Morris, Mitchell	3074 S Oakland Forest Dr	Apt 702	Oakland Park	Florida	33309	US	Wages				REDACTED	REDACTED	REDACTED
Negrete, Lanay M	2300 W Alabama St	Apt 16	Houston	Texas	77098	US	Wages				REDACTED	REDACTED	REDACTED
Nicholas, Jenifer	200 Leslie Dr	Unit 817	Hallandale Beach	Florida	33009	US	Wages				REDACTED	REDACTED	REDACTED
Parcus, Sandra K	7339 Broadelm Dr		Houston	Texas	77095	US	Wages				REDACTED	REDACTED	REDACTED
Petne Jr, James E	405 NW 23 Ave		Fort Lauderdale	Florida	33311	US	Wages				REDACTED	REDACTED	REDACTED
Plumb, Dianne	3710 NW 58 St		Coconut Creek	Florida	33073	US	Wages				REDACTED	REDACTED	REDACTED
Rivadeneira, Nadia Michelle	2001 Biscayne Ivd	Apt 2411	Miami	Florida	33137	US	Wages				REDACTED	REDACTED	REDACTED
Salamone, Tom A	3150 NE 48 Court	No 306	Lighthouse Point	Florida	33064	US	Wages				REDACTED	REDACTED	REDACTED
Schoenborn Jr, David	11061 SW 16 Manor		Davie	Florida	33324	US	Wages				REDACTED	REDACTED	REDACTED
Schoenborn, Lorena Jenny	11061 SW 16 Manor		Davie	Florida	33324	US	Wages				REDACTED	REDACTED	REDACTED
Serrano, Sonya Lynn	9765 Darlington Pl		Cooper City	Florida	33328	US	Wages				REDACTED	REDACTED	REDACTED
Sistik, Duane	114 Nandina Terr		Winter Springs	Florida	32708	US	Wages				REDACTED	REDACTED	REDACTED
Skibinski, Jerome F	14561 Corino Terr		Bonita Springs	Florida	34135	US	Wages				REDACTED	REDACTED	REDACTED
Steinman, Wayne Scott	2093 SW 87 Ter		Miramar	Florida	33025	US	Wages				REDACTED	REDACTED	REDACTED
Trimmer, Teri	4617 Garfield St		Hollywood	Florida	33021	US	Wages				REDACTED	REDACTED	REDACTED
Upshaw, Eric Gene	7111 Pine Grove Dr		Houston	Texas	77092	US	Wages				REDACTED	REDACTED	REDACTED
Vogt, Jeffery Charles	3740 Ocean Blvd	No 506	Cocoa Beach	Florida	32931	US	Wages				REDACTED	REDACTED	REDACTED
White, Terry	3415 Lakeridge Canyon Dr	Canyon Dr	Sugar Land	Texas	77478	US	Wages				REDACTED	REDACTED	REDACTED
										Total:	$1,109,056.50	$323,806.50	$785,250.00

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:	)	Chapter 11
	)	Case No. 08-10928-JKO
TOUSA, INC.	)	Jointly Administered
	)	Under Case No. 08-10928-JKO
	)	
Debtor.	)	
	)	

Specific Notes Regarding the Debtor's Schedule F

1. These Specific Notes Regarding the Debtor's Schedule F are in addition to the General Notes Regarding the Debtor's Schedules of Assets and Liabilities, which are incorporated herein by reference.

2. Listing a claim on Schedule F as "unsecured nonpriority" does not constitute an admission by the Debtor of the legal rights of the claimant. The Debtor hereby expressly reserves the right to assert that any claim listed on Schedule F does not constitute an unsecured nonpriority claim (including the right to assert that any such claim constitutes a secured or priority claim).

3. By order dated February 1, 2008, the Court approved the Debtor's payment of certain prepetition lien claims and priority claims in the ordinary course of business. Additionally, on January 31, 2008, the Court authorized the Debtor to pay or honor certain prepetition obligations for employee wages, salaries, bonuses and other compensation, reimbursable employee expenses and employee medical and similar benefits. The Debtor is in the process of analyzing these claims and the Debtor may pay some claims listed on Schedule F in the ordinary course of business during this chapter 11 case pursuant to the orders described above.

Official Form 6F (10/06)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. § 112. If "a minor child" is stated, also include the name, address, and legal relationship to the minor child of a person described in Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts filing a case under chapter 7, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F.

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions Above)	CODEBTOR	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
See Attachment F							$872,607.53
						Subtotal (Total on this page)	**$872,607.53**
						Total (Report also on Summary of Schedules and, if applicable on the Statistical Summary of Certain Liabilities and Related Data.)	**$872,607.53**

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule F
Creditors Holding Unsecured Claims

Creditor's Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date claim was incurred and consideration for claim	Contingent	Unliquidated	Disputed	Total amount of claim
Adobe Systems Incorporated	75 Remittance Drive	Suite 1025		Chicago	IL	60675	USA	AP	X			$22,245.80
ADP, Inc.	P.O. Box 7247-0351			Philadelphia	PA	19170	USA	AP	X			$610.36
ADT Security Services, Inc.	P.O. Box 371956			Pittsburg	PA	15250	USA	AP	X			$43.38
Advanced Financial Solutions	550 Cypress Creek Road	Suite 410		Ft. Lauderdale	FL	33309	USA	AP	X			$6,300.00
AFLAC	1932 Wynnton Road			Columbus	GA	31999	USA	AP	X			$48,609.64
AMERICAN ARBITRATION ASSOC	1633 BROADWAY, 10TH FLOOR			NEW YORK	NY	10019	USA	AP	X			$14,700.00
Andreas Stengos	C/O Technical Olympic SA	20 Solomou St		Athens		17456	Greece	various				$22,580.65
AppWright, Inc.	12443 San Jose Blvd # 603			Jacksonville	FL	32223	USA	AP	X			$47,250.00
Arch Insurance Group	One Liberty Plaza	53rd Floor		New York	NY	10006	US	Surety Bonds		X		Unliquidated
AT&T 713-978-4200 982 3	PO Box 650661			Dallas	Tx	75265	USA	AP	X			$1,340.93
AT&T Long Distance 7309	PO Box 856176			Louisville	KY	40285	USA	AP	X			$219.02
BNA	Inc.	PO Box 64284		Baltimore	MD	21264	USA	AP	X			$5,618.93
Bond Safeguard	1919 S. Highland Ave	Bldg - A	Suite 300	Lombard	IL	60148	US	Surety Bonds		X		Unliquidated
CALLWAVE	P.O. BOX 609			SANTA BARBARA	CA	93102	USA	AP	X			$12.95
Capitol Indemnity Corp	1600 Aspen Commons			Middleton	WI	53562-4718	US	Surety Bonds		X		Unliquidated
CCA Financial LLC	P.O. Box 758760			Baltimore	MD	21275	USA	AP	X			$5,691.78
CDR Presidential, LLC	2424 N. Federal Hwy, Suite 159			Boca Raton	FL	33431	USA	AP	X			$4,936.88
CFC Investment Company	PO Box 145496			Cincinnati	OH	45250	USA	AP	X			$267.38
Chicago Title Insurance Company	601 Riverside Avenue			Jacksonville	FL	32204	USA	Indemnity Agreement	X	X		Unliquidated
CleanStart Janitorial Service	P.O. Box 360186			Dallas	TX	75336	USA	AP	X			$231.66
CNA Surety	CNA Plaza	333 South Wabash	13th Floor Sou	Chicago	IL	60685	US	Surety Bonds		X		Unliquidated
Commonwealth Land Title Insurance Company	P.O. Box 27567			Richmond	VA	23261	USA	Indemnity Agreement	X	X		Unliquidated
CompBenefits Company	PO Box 769209			Roswell	GA	30076	USA	AP	X			$6,546.93
Concord Camera Corp	4000 Hollywood Blvd	6th Floor, North Tower		Hollywood	FL	33021	USA	AP	X			$16,152.24
David J Reier	3673 BELLAIRE CIRCLE			FORT WORTH	TX	76109	USA	Deferred compensation				$36,157.11
DavidWood Temperance	PO Box 16776			West Palm Beach	FL	33416	USA	AP	X			$7,372.80
DRA CRT ORLANDO UNIVERSITY	830 WOODCOCK ROAD	SUITE 127		ORLANDO	FL	32803	USA	AP	X			$9,280.29
FedEx	P.O. Box 94515			Palatine	IL	60094	USA	AP	X			$4,078.06
Fidelity and Deposit Company of Maryland	1400 American Lane	72-13		Schaumburg	IL	60196	US	Surety Bonds		X		Unliquidated
Fidelity National Title Insurance Company	601 Riverside Avenue			Jacksonville	FL	32204	USA	Indemnity Agreement	X	X		Unliquidated
Filtertech Coffee Service Inc	11600 Big John Blvd	Unit A		Houston	TX	77038	USA	AP	X			$418.14
First American Title Insurance Company	5 First American Way			Santa Ana	CA	90707	USA	Indemnity Agreement	X	X		Unliquidated
Florida Power & Light	General Mail Facility			Miami	FL	33188	USA	AP	X			$320.34
Ford & Harrison LLP	Post Office Box 101423			Atlanta	GA	30392	USA	AP	X			$18,808.70
G1440 0 PROFESSIONAL SERVICES	Lock box # 64968	PO Box 8500		Philadelphia	PA	19178	USA	AP	X			$15,000.00
George Stengos	C/O Technical Olympic SA	20 Solomou St		Athens		17456	Greece	various				$22,580.65
Greenway - Crestwood Park	5924 Royal Lane	Suite 250		Dallas	TX	75230	USA	AP	X			$5,544.14
Health Advocate, Inc.	P.O. Box 12941			Philadelphia	PA	19176	USA	AP	X			$2,081.25
HSBC Bank USA, National Association	Attn: Robert Conrad	10 East 40th Street	14th Floor	New York	NY	10016	USA	The Senior Subordinated PIK Note due 2015, at 14-3/4% was originated on 7/31/07 and assets and stock of the Co-Guarantors were pledged		X		Unliquidated
HSBC Bank, USA, National Association Corporate Trust and Loan Agency	Attn: Robert Conrad	10 East 40th Street	14th Floor	New York	NY	10016	USA	Senior subordinated notes due 2011, at 7-1/2% were originated on 3/17/04, and all assets and stock of the Co-Guarantors were pledged		X		Unliquidated
HSBC Bank, USA, National Association Corporate Trust and Loan Agency	Attn: Robert Conrad	10 East 40th Street	14th Floor	New York	NY	10016	USA	Senior subordinated notes due 2012, at 10-3/8% were originated on 6/25/02, and all assets and stock of the Co-Guarantors were pledged		X		Unliquidated
HSBC Bank, USA, National Association Corporate Trust and Loan Agency	Attn: Robert Conrad	10 East 40th Street	14th Floor	New York	NY	10016	USA	Senior subordinated notes due 2015, at 7-1/2% were originated on 12/21/04, and all assets and stock of the Co-Guarantors were pledged		X		Unliquidated

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule F
Creditors Holding Unsecured Claims

Creditor's Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Date claim was incurred and consideration for claim	Contingent	Unliquidated	Disputed	Total amount of claim
Intercall	PO Box 281866			Atlanta	GA	30384	USA	AP	X			$28,639.80
International Fidelity Ins	One Newark Center	20th Floor		Newark	NJ	07102	US	Surety Bonds		X		Unliquidated
Interprise The Design Resource	P.O. Box 671275			Dallas	TX	75267	USA	AP	X			$388.37
Iron Mountain Offsite Data	PO Box 27128			New York	NY	10087	USA	AP	X			$686.40
John Eric Rome	2911 MONTEBELLO COURT			AUSTIN	TX	78746-0000	USA	Deferred compensation				$21,492.73
KELLER AND HECKMAN LLP	1001 G STREET, N.W.	SUITE 500 WEST		WASHINGTON	DC	20001	USA	AP	X			$22,331.40
LaSalle Bank National Assoc	Collateral Services	5259 Payshere Circle		Chicago	IL	60674	USA	AP	X			$3,751.00
Lawyers Title Insurance Corporation	755 Rambler Road	Suite 1200		Dallas	Tx	75231	USA	Indemnity Agreement	X	X		Unliquidated
Lennah'Christopher	1440 Cranston St			Winter Springs	FL	32708	USA	AP	X			$33,056.80
Lexon	1919 S. Highland Ave	Bldg - A	Suite 300	Lombard	IL	60148	US	Surety Bonds		X		Unliquidated
Liberty Mutual Surety	Interchange Corporate Center	450 Plymouth Road	Suite 400	Plymouth Meeting	PA	19462	USA	Surety Bonds		X		Unliquidated
Lonnie Frederick	19 Legend Park			Sugar Land	TX	77478	USA	serious				$73,185.48
Maryland Unemployment -	Div of Unemployment Insurance	P.O. Box 1683		Baltimore	MD	21203	USA	AP	X			$75.00
MCI COMMUNICATIONS SVCES, INC	PO Box 371392			PITTSBURG	PA	15251	USA	AP	X			$4,477.52
Midland Loan Services, Inc.	10851 Mastin, Suite 700			Overland Park	KS	66210	USA	AP	X			$42,700.00
Mason, Yeager, Gerson	1645 Palm Beach Lakes Blvd	Suite 1200		West Palm Beach	FL	33401	USA	AP	X			$46.00
NEVADA DEPARTMENT OF TAXATION	P.O. BOX 52674			PHOENIX	AZ	85072	USA	AP	X			$17,555.62
Ogletree, Deakins, Nash, Smoak	Post Office Box 89			Columbia	SC	29202	USA	AP	X			$525.00
PITNEY BOWES GLOBAL FINANCIAL	P.O. BOX 856460			LOUISVILLE	KY	40285	USA	AP	X			$336.18
Secretary of State (CA)	1500 11th Street 3rd Floor			Sacramento	CA	95814	USA	AP	X			$40.00
Shawe Consulting, Inc.	10221 Alamanda Blvd			Palm Beach Gardens	FL	33410	USA	AP	X			$243,000.00
Solum Capital LLC	25900 West Eleven Mile	Suite #140		Southfield	MI	48034	USA	AP	X			$645.63
Sparkletts and Sierra Springs	Po Box 660579			Dallas	TX	75266	USA	AP	X			$142.05
Stewart Title Insurance Company	1980 Post Oak Blvd			Houston	TX	77056	USA	Indemnity Agreement	X	X		Unliquidated
The Continental Insurance Company	3500 Lacey Road	11th Floor		Downers Grove	IL	60515	US	Surety Bonds		X		Unliquidated
The Mergs Group	4250 Collection Center Drive			Chicago	IL	60693	USA	AP	X			$4,606.00
Thomson Property Tax Services	33317 Treasury Center			Chicago	IL	60694	USA	AP	X			$17,422.00
T-Mobile	PO Box 660252			Dallas	TX	75266	USA	AP	X			$1,312.06
TOI	C/O Technical Olympic SA	20 Solomou St		Athens		17456	Greece			X		Unliquidated
Travelers	One Tower Square			Hartford	CT	06183 - 9062	US	Surety Bonds		X		Unliquidated
Travelers	One Tower Square			Hartford	CT	06183 - 9062	US	Surety Bonds		X		Unliquidated
TXU Energy	P. O. Box 100001			Dallas	TX	75310	USA	AP	X			$225.26
UNICOM Systems, Inc.	15535 San Fernando Mission	Boulevard		Mission Hills	CA	91345	USA	AP	X			$6,797.00
Verizon Southwest	P.O. Box 920041			Dallas	TX	75392	USA	AP	X			$418.04
Verizon Wireless 9700546402	P.O. Box 9622			Mission Hills	CA	91346	USA	AP	X			$750.44
Westchester	Westchester Insurance Fire Co	140 Broadway	40th Floor	NY	NY	10005	US	Surety Bonds		X		Unliquidated
Western Surety Company	3500 Lacey Road	11th Floor		Downers Grove	IL	60515	US	Surety Bonds		X		Unliquidated
Wilmington Trust Company	Attn: Suzanne MacDonald, Corporate Trust Administrator	Rodney Square North	1100 North Market Street	Wilmington	DE	19890-0001	USA	Senior notes due 2010, at 8% were originated in two tranches, with one on 6/25/02 for $200,000,000.00 and the second on 2/3/03 for $100,000,000.00. All assets and stock of the Co-Guarantors were pledged		X		Unliquidated
Wilmington Trust Company	Attn: Suzanne MacDonald, Corporate Trust Administrator	Rodney Square North	1100 North Market Street	Wilmington	DE	19890-0001	USA	Senior notes due 2011, at 8-1/4% were originated on 4/12/06, and all assets of the Co-Guarantors were pledged		X		Unliquidated
WILTSHIRE*CORA E	9309 Monson Lane			Great Falls	VA	22066	USA	AP	X			$13,676.54
Wizmo, Inc	7646 Golden Triangle Drive			Eden Prairie	MN	55344	USA	AP	X			$3,060.00
								Total				$872,607.53

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:	)	Chapter 11
	)	Case No. 08-10928-JKO
TOUSA, INC.	)	Jointly Administered
	)	Under Case No. 08-10928-JKO
	)	
Debtor.	)	
	)	

Specific Notes Regarding the Debtor's Schedule G

1. These Specific Notes Regarding the Debtor's Schedule G are in addition to the General Notes Regarding the Debtor's Schedules of Assets and Liabilities, which are incorporated herein by reference.

2. The Debtor's business is part of a complex enterprise. While the Debtor has made every effort to ensure the accuracy of Schedule G, inadvertent errors, omissions or inclusion may have occurred. The Debtor hereby reserves all of its rights to dispute the validity, status or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement such Schedule as necessary.

3. The Debtor further reserves all of its rights, claims and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document or instrument related to a creditor's claim. Specifically, in the ordinary course of business, the Debtor enters into certain option contracts to purchase developed lots at predeterimined prices and on predetermined schedules that are generally commensurate with the start of vertical construction (the "Option Contracts"). Certain of the Option Contracts may be in the nature of conditional sales agreements or secured financings and the Debtor hereby reserves all of its rights to dispute the validity, status or enforceability of any Option Contract that may have expired or may have been modified, amended or supplemented.

4. The placing of a contract, lease or Option Contract onto Schedule G shall not be deemed an admission that such contract is an executory contract or unexpired lease, or that it is necessarily a binding, valid and enforceable contract. The Debtor hereby expressly reserves the right to assert that any claim listed on Schedule G does not constitute an executory contract within the meaning of section 365 of the Bankruptcy Code.

5. Certain of the contracts and agreements listed on Schedule G may consist of several parts, including, but not limited to, purchase orders, amendments, restatements, waivers, letters and other documents which may not be listed on Schedule G or which may be

listed as a single entry. The Debtor expressly reserves its right to challenge whether such related materials constitute either a single contract or agreement or are multiple, severable or separate contracts.

FORM B6G (10/05)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. §112; Fed. R. Bankr. P. 1007(m)

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS OF NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT
See Attachment G	

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule G
Executory Contracts and Unexpired Leases

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
ACE Insurance	436 Walnut Street			Philadelphia	Pennsylvania	19106	US	General Agreement of Indemnity
Adobe Systems Incorporated	345 Park Avenue San Jose	Attn: Gen'l Counsel		San Jose	California	95110	US	End User License Agreement
Andreas Stengos	C/O Technical Olympic SA	20 Solomou St		Athens		17456	Greece	Employment Contract
AON Consulting, Inc.	1001 Brickell Bay Dr.	10th floor		Miami	Florida	33131	US	Employee Benefits Consulting
Appwright, Inc.	14223 San Jose Blvd	Ste. 603		Jacksonville	Florida	32223	US	Purchase Agreement
Arch Insurance Company	One Liberty Plaza,	53rd Floor		New York	New York	10006	US	Developer Indemnity Agreement
Bank Midwest, N.A.	1100 Main Street	Suite 350		Kansas City	Missouri	64105	US	Promissory Note - LH / EH Layton Lakes Estates, LLC
Bank Midwest, N.A.	1100 Main Street	Suite 350		Kansas City	Missouri	64105	US	Promissory Note - Waterview JV Partners LLC
Bank Midwest, N.A.	1100 Main Street	Suite 350		Kansas City	Missouri	64105	US	Environmental Indemnity Agreement
BoardVantage, Inc.	1060 Marsh Road	Ste. 110 Menlo Park		Menlo Park	California	94025	US	License Agreement
Builder1440, LLC	2000 W. 41st			Baltimore	Maryland	21211	US	License Agreement
CAN Surety	3500 Lacey Road	Suite 1050		Downers Grove	Illinois	60515	US	Developer Indemnity Agreement
Capital Source Funding	4445 Willard Avenue			Chevy Chase	Maryland	20815	US	Completion Agreement - Engle Sunbelt
Capital Source Funding	4445 Willard Avenue			Chevy Chase	Maryland	20815	US	Indemnity and Non-recourse for Carve-outs Agreement
CCA Financial, LLC	6060 AMF Drive			Richmond	Virginia	23111	US	Master Lease Agreement
CDR Presidential, LLC	2424 Federal Highway	Suite 159		Boca Raton	Florida	33431	US	TOUSA Corporate Office with 1 Amendment
CDR Presidential, LLC & Concord Camera Corpration	2424 Federal Highway	Suite 159		Boca Raton	Florida	33431	US	Subtenant Recognition Agreement for 6th floor of corp. 3 Amendments
Ceridian Corporation	3311 East Old Shakopee Rd.			Minnesota	Minnesota	55425	US	COBRA continuation services
Chicago Title Insurance Company	601 Riverside Avenue			Jacksonville	Florida	32204	US	Indemnity Agreement
Colonial Bank, N.A.	15150 Preston Road			Dallas	Texas	75248	US	Completion and Repayment Agreement - Nemmark / Lennar Central Texas
Colonial Bank, N.A.	15150 Preston Road			Dallas	Texas	75248	US	Indemnity Agreement - Nemmark / Lennar Central Texas
Connecticut General Life Insurance Co.	Attn: Richard Bigbin	P.O. Box 5353		Melville	New York	11747	US	Continuation Coverage (bills and collects premiums from "continued individuals")
De Lage Landen Financial Services, Inc.	1111 Old Eagle School			Wayne	Pennsylvania	19087	US	Master Lease Agreement
Element K Corporation	500 Canal View Blvd.	Dept. 888		Rochester,	New York	14623	US	Master Agreement
Fidelity National Title Insurance Company	601 Riverside Avenue			Jacksonville	Florida	32204	US	Indemnity Agreement
George Stengos	C/O Technical Olympic SA	20 Solomou St		Athens		17456	Greece	Employment Contract
Houston G.P.I., Ltd.	13135 Dairy Ashford	#500	Attn: Steve West	Sugarland	Texas	77478	US	Lease Agreement
International Fidelity Insurance Company	One Newark Center			Newark	New Jersey	07102	US	Developer Indemnity Agreement
Iron Mountain	3621 SW 47th Ave			Davie	Florida	33314	US	Off site storage for TOUSA Acct #: F2645 contract not available yet
JP Morgan Chase	201 North Central Avenue	Suite 1200		Phoenix	Arizona	85004	US	Completion Agreement
JP Morgan Chase	221 West Sixth Street			Austin	Texas	78701	US	Environmental Indemnity Agreement
KeyBank National Association	127 Public Square			Cleveland	Ohio	44144	US	Senior Subordinate Term Loan - TOUSA / Kolter
KeyBank National Association	127 Public Square			Cleveland	Ohio	44144	US	Completion Agreement - TOUSA / Kolter
KeyBank National Association	127 Public Square			Cleveland	Ohio	44144	US	Remargining Agreement -
Las Vegas Review Journal	P.O. Box 920			Las Vegas	NV	89125	USA	Contract #:RDV451 3 addendums
Las Vegas Review Journal	P.O. Box 920			Las Vegas	NV	89125	USA	
Lawyers Title Insurance Corporation	755 Rambler Road	Suite 1200		Dallas	Texas	75231	US	Indemnity Agreement
Lennar Corporation	25 Enterprise			Aliso Viejo	California	92656	US	Completion and Limited Indemnity Agreement - LH / EH Layton Lakes Estates
Lennar Corporation	25 Enterprise			Aliso Viejo	California	92656	US	Reimbursement & Indemnity Agreement - LH / EH Layton Lakes Estates
Lexon Insurance Company / Bond Safeguard Insurance Company	1919 S. Highland Ave.	Bldg - A	Suite 300	Lomabard	Illinois	60148	US	Developer Indemnity Agreement - Kolter
Lexon Insurance Company / Bond Safeguard Insurance Company	1919 S. Highland Ave.	Bldg - A	Suite 300	Lomabard	Illinois	60148	US	Developer Indemnity Agreement- Sunbelt

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule G
Executory Contracts and Unexpired Leases

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Liberty Mutual Group	225 North Center St			Westminster	Maryland	21157	US	Developer Indemnity Agreement
Marcos Publishing, Inc	PO Box 509100			San Diego	CA	92126	USA	Contract 01-227615 1 Addendum
Microsoft Licensing, GP	6100 Neil Road	Dept. 551, Volume Licensing	Ste. 210	Reno	Nevada	89511	US	Volume Licensing Agreement
Modspace	5950 Emerald Ave			Las Vegas	NV	89122	USA	Unit 616400
Modspace	5950 Emerald Ave			Las Vegas	NV	89122	USA	Unit 549547
Modspace	5950 Emerald Ave			Las Vegas	NV	89122	USA	Unit 646100
Modspace	5950 Emerald Ave			Las Vegas	NV	89122	USA	Unit 646096
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service on 1/6/08 contract #: 0038843
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service for 2/12/07 for contract #:00025720
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	The purchase of 14 signs. Living Sign Service
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service for 3/21/07 Weekend Directional Service
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service for 3/6/07 Weekend Directional Service
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service Contract #: 00026836
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service Contract #: 00026846
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service Contract #: 00026836
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service on 2/27/07 Ground Lease Advertising contract #:00025753
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service on 2/9/07 Ground Lease Advertising contract #:00025755
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service on 2/9/07 Ground Lease Advertising contract #:00025754
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service on 3/6/07 Ground Lease Advertising contract #:00026846
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service on 4/10/07 Ground Lease Advertising contract #:00026386
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service on 4/26/07 Ground Lease Advertising contract #:00029129
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service on 9/20/07 Ground Lease Advertising contract #:00035040
Motivational Systems, Inc	1120 Palms Airport Dr			Las Vegas	NV	89119	USA	Living Sign Service Ground Lease Advertising contract #:00025752
Motivational Systems, Inc	6470 S. Procyon Ave	Ste B		Las Vegas	NV	89119	USA	Outdoor Advertising Agreement for Summerset Project for Contract #: 4-8389
Motivational Systems, Inc	6470 S. Procyon Ave	Ste B		Las Vegas	NV	89119	USA	Living Sign Service Ground Lease Advertising contract #:00013304
Motivational Systems, Inc	6470 S. Procyon Ave	Ste B		Las Vegas	NV	89119	USA	Outdoor Advertising Agreement for Cambria Project for Contract #: 4-8393
Motivational Systems, Inc	6470 S. Procyon Ave	Ste B		Las Vegas	NV	89119	USA	Outdoor Advertising Agreement for Rivendell Project for Contract #: 4-8390
M-Tech Information Technology, Inc.	1401 1st St. SE	Ste. 500		Calgary	Alberta	T2G 2J3	US	Software License Agreement
Numara Software, Inc.	P.O. Box 933754			Atlanta	Georgia	31193	US	(no agreement, invoice only)
Omniture, Inc.	550 E. Timpanogos Circle			Orem	Utah	84097	US	Enterprise Service Agreement
PNC Bank	One PNC Plaza			Pittsburgh	Pennsylvania	15222	US	Credit Agreement
Reliance Surety Company								Developer Indemnity Agreement
Resmark Equity Partners, LLC	10680 Wilshire Boulevard	Suite 1420		Los Angeles	California	90024	US	Guaranty Agreement

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule G
Executory Contracts and Unexpired Leases

Name of other parties to lease or contract	Address 1	Address 2	Address 3	City	State	Zip	Country	Description of contract or lease and nature of debtor's interest. State whether lease is of nonresidential real property. State contract number of any government contract.
Safeco Insurance Company	PO Box 34526			Seattle	Washington	98125-1526	US	General Agreement of Indemnity
SoftLanding Systems, Inc.	64 Elm Street	Attn: President's Officer		Peterborough	New Hampshire	03458	US	Master License and Suppon
Sprint Solutions, Inc.	6391 Sprint Pkway	Attn: VP of Law-Mkting and Sales KSOPHT0101-Z2525 6391		Overland Park	Kansas	66251	US	Master Service Agreement
Stewart Title Insurance Company	1980 Post Oak Blvd			Houston	Texas	77056	US	Indemnity Agreement
Sunguard Availability Services LP	7499 E. Paradise Lane	ste 106		Scottsdale	Arizona	85260	US	Recovery Services Agreement
The Relizon Company	220 East Monument Avenue			Dayton	Ohio	45402	US	Master Agreement
Travelers Casualty and Surety Company of America	One Tower Square			Hartford	Connecticut	06183-9062	US	General Agreement of Indemnity
VeriCenter, Inc.	680 E. Swedesford Road			Wayne	Pennsylvania	19087	US	Master Services Agreement
Vision Care, Inc.	P.O. Box 30349			Tampa	Florida	33630	US	Vision care
XL Specialty Insurance Company	102 Columbia Drive	Suite 205		Cape Canaveral	Florida	32920	US	General Agreement of Indemnity
Zurich American Insurance Company	1400 American Lane			Schaumburg	Illinois	60196	US	General Agreement of Indemnity

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:	)	Chapter 11
	)	Case No. 08-10928-JKO
TOUSA, INC.	)	Jointly Administered
	)	Under Case No. 08-10928-JKO
	)	
Debtor.	)	
	)	

Specific Notes Regarding the Debtor's Schedule H

1. These Specific Notes Regarding the Debtor's Schedule H are in addition to the General Notes Regarding the Debtor's Schedules of Assets and Liabilities, which are incorporated herein by reference.

2. The Debtor's business is part of a complex enterprise. While the Debtor has made every effort to ensure the accuracy of Schedule H, inadvertent errors, omissions or inclusion may have occurred. The Debtor hereby reserves all of its rights to dispute the validity, status or enforceability of any obligations set forth on Schedule H and to amend or supplement such Schedule as necessary.

3. The Debtor further reserves all of its rights, claims and causes of action with respect to the obligations listed on Schedule H, including the right to dispute or challenge the characterization or the structure of any transaction, document or instrument related to a creditor's claim. The listing of a contract, guarantee or other obligation on Schedule H shall not be deemed an admission that such obligation is binding, valid or enforceable.

FORM B6H (10/05)

In re: TOUSA, Inc. **Case No. 08-10928(JKO)**

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. §112; Fed. Bankr. P. 1007(m)

☐ Check this box if debtor has no codebtors.

NAME AND MAILING ADDRESS OF CODEBTOR	NAME AND MAILING ADDRESS OF CREDITOR
See Attachment H	

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule H
Codebtors

Name of codebtor	Address 1	Address 2	City	State	Zip	Name of creditor	Address 1	Address 2	City	State	Zip
Beacon Hill at Mountain's Edge LLC	c/o Trophy Homes	7872 West Sarah Avenue	Las Vegas	NV	89117	CRA Residential Investments L.L.P. (Reaman)[1]	10880 Wilshire Blvd	Suite 1470	Los Angeles	CA	90024
Engle Homes Commercial Construction, LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Engle Homes Commercial Construction, LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Engle Homes Commercial Construction, LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Engle Homes Delaware, Inc.	1007 Orange Street	Nemours Bldg., Ste 1414	Wilmington	DE	19801	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Engle Homes Delaware, Inc.	1007 Orange Street	Nemours Bldg., Ste 1414	Wilmington	DE	19801	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Engle Homes Delaware, Inc.	1007 Orange Street	Nemours Bldg., Ste 1414	Wilmington	DE	19801	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Engle Homes Residential Construction, L.L.C.	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Engle Homes Residential Construction, L.L.C.	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Engle Homes Residential Construction, L.L.C.	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Engle Sierra Verde P4 LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Engle Sierra Verde P4 LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Engle Sierra Verde P4 LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Engle Sierra Verde P5, LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Engle Sierra Verde P5, LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Engle Sierra Verde P5, LLC	2600 North Central Ave	Ste 1400	Phoenix	AZ	85004	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Engle/Gilligan LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Engle/Gilligan LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Engle/Gilligan LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Engle/James LLC	10700 E. Geddes Ave., #100		Englewood	CO	80112	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Engle/James LLC	10700 E. Geddes Ave., #100		Englewood	CO	80112	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Engle/James LLC	10700 E. Geddes Ave., #100		Englewood	CO	80112	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
EH/TL #1, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
EH/TL #1, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
EH/TL #1, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Lorton South Condominium, LLC	11920 Freedom Drive	Ste 1100	Reston	VA	20190	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Lorton South Condominium, LLC	11920 Freedom Drive	Ste 1100	Reston	VA	20190	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Lorton South Condominium, LLC	11920 Freedom Drive	Ste 1100	Reston	VA	20190	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
McKay Landing LLC	10700 E. Geddes Ave., #100		Englewood	CO	80112	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
McKay Landing LLC	10700 E. Geddes Ave., #100		Englewood	CO	80112	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
McKay Landing LLC	10700 E. Geddes Ave., #100		Englewood	CO	80112	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Newmark Homes Business Trust	10435 Briar Forest Drive		Houston	TX	77042	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Newmark Homes Business Trust	10435 Briar Forest Drive		Houston	TX	77042	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Newmark Homes Business Trust	10435 Briar Forest Drive		Houston	TX	77042	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Newmark Homes Purchasing, L.P.	10435 Briar Forest Drive		Houston	TX	77042	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Newmark Homes Purchasing, L.P.	10435 Briar Forest Drive		Houston	TX	77042	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Newmark Homes Purchasing, L.P.	10435 Briar Forest Drive		Houston	TX	77042	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Newmark Homes, L.L.C.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Newmark Homes, L.L.C.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Newmark Homes, L.L.C.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Newmark Homes, L.P.	10435 Briar Forest Drive		Houston	TX	77042	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Newmark Homes, L.P.	10435 Briar Forest Drive		Houston	TX	77042	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Newmark Homes, L.P.	10435 Briar Forest Drive		Houston	TX	77042	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Preferred Builders Realty, Inc.	123 NW 13th Street #300		Boca Raton	FL	33432	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mallon	Two Penns Way, Suite 200	New Castle	DE	19720
Preferred Builders Realty, Inc.	123 NW 13th Street #300		Boca Raton	FL	33432	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016

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In Re: TOUSA, Inc.
Case No. 08-10928
Schedule H
Codebtors

Name of codebtor	Address 1	Address 2	City	State	Zip	Name of creditor	Address 1	Address 2	City	State	Zip
Preferred Business Realty, Inc	123 NW 13th Street #300		Boca Raton	FL	33432	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Reflection Key, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
Reflection Key, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Reflection Key, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
Silverlake Interests, L.L.C.	6500 River Place Blvd, Bldg 1	Ste 302	Austin	TX	78730	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
Silverlake Interests, L.L.C.	6500 River Place Blvd, Bldg 1	Ste 302	Austin	TX	78730	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
Silverlake Interests, L.L.C.	6500 River Place Blvd, Bldg 1	Ste 302	Austin	TX	78730	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOI, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOI, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOI, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Associates Services Company	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Associates Services Company	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Associates Services Company	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Delaware, Inc.	1007 Orange Street	Nemours Bldg., Ste 1414	Wilmington	DE	19801	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Delaware, Inc.	1007 Orange Street	Nemours Bldg., Ste 1414	Wilmington	DE	19801	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Delaware, Inc.	1007 Orange Street	Nemours Bldg., Ste 1414	Wilmington	DE	19801	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Funding, LLC	3763 Howard Hughes Parkway	Hughes Center Ste 170A	Las Vegas	NV	89109	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Funding, LLC	3763 Howard Hughes Parkway	Hughes Center Ste 170A	Las Vegas	NV	89109	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Funding, LLC	3763 Howard Hughes Parkway	Hughes Center Ste 170A	Las Vegas	NV	89109	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Arizona, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Homes Arizona, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Arizona, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Colorado, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Homes Colorado, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Colorado, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Florida, L.P.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Homes Florida, L.P.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Florida, L.P.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Investment #1, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Homes Investment #1, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Investment #1, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Investment #2, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Homes Investment #2, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Investment #2, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Investment #2, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Homes Investment #2, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Investment #2, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Mid-Atlantic Holding, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Homes Mid-Atlantic Holding, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Mid-Atlantic Holding, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Mid-Atlantic, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720
TOUSA Homes Mid-Atlantic, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank, USA, National Association Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Mid-Atlantic, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[2]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-0001
TOUSA Homes Nevada, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Mullen	Two Penns Way, Suite 200	New Castle	DE	19720

LL 162

In Re: TOUSA, Inc.
Case No. 08-10928
Schedule H
Codebtors

Name of codebtor	Address 1	Address 2	City	State	Zip	Name of creditor	Address 1	Address 2	City	State	Zip
TOUSA Homes Nevada, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes Nevada, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615
TOUSA Homes, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Maffei	Two Penns Way, Suite 201	New Castle	DE	19720
TOUSA Homes, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615
TOUSA Homes, L.P.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Maffei	Two Penns Way, Suite 201	New Castle	DE	19720
TOUSA Homes, L.P.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Homes, L.P.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615
TOUSA Investments #2, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Maffei	Two Penns Way, Suite 201	New Castle	DE	19720
TOUSA Investments #2, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Investments #2, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615
TOUSA Mid-Atlantic Investment, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Maffei	Two Penns Way, Suite 201	New Castle	DE	19720
TOUSA Mid-Atlantic Investment, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Mid-Atlantic Investment, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615
TOUSA Realty, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Maffei	Two Penns Way, Suite 201	New Castle	DE	19720
TOUSA Realty, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA Realty, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615
TOUSA, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Maffei	Two Penns Way, Suite 201	New Castle	DE	19720
TOUSA, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615
TOUSA, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Maffei	Two Penns Way, Suite 201	New Castle	DE	19720
TOUSA, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA, LLC	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615
TOUSA/West Holdings, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Citicorp North America, Inc., as Administrative Agent and Lender[1]	Attn: David G. Maffei	Two Penns Way, Suite 201	New Castle	DE	19720
TOUSA/West Holdings, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	HSBC Bank USA, National Association, Corporate Trust and Loan Agency[2]	Attn: Robert Conrad	10 East 40th Street, 14th Floor	New York	NY	10016
TOUSA/West Holdings, Inc.	4000 Hollywood Blvd	Ste 500N	Hollywood	FL	33021	Wilmington Trust Company[3]	Attn: Suzanne MacDonald, Corporate Trust Administration	Rodney Square North, 1100 North Market Street	Wilmington	DE	19890-1615

1) Citicorp North America, Inc., as Administrative Agent and Lender is listed here once on Schedule H in reference to all secured and unsecured debts listed on Schedules D and F respectively
2) HSBC Bank, USA, National Association Corporate Trust and Loan Agency is listed here once on Schedule H in reference to all secured and unsecured debts listed on Schedules D and F respectively
3) Wilmington Trust Company is listed here once on Schedule H in reference to all unsecured debts listed on Schedule F

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA, Fort Lauderdale

In Re: TOUSA, Inc.

Case No. 08-10928(JKO)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

I, Tommy McAden, Executive Vice President of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 51 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 2/13/2008

Signature: _____
Tommy McAden
Executive Vice President & Chief Financial Officer

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C.§§ 152 and 3571.

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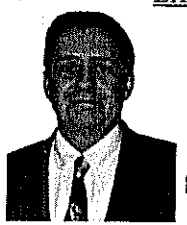
4 Beds / 4 Baths / 3 Car Garage / Lake Front / Heated Pool
Jardin Model: 3287 Sq Ft Under A/C 4314 Total Sq Ft
LIKE NEW CONDITION! Price: $499,900



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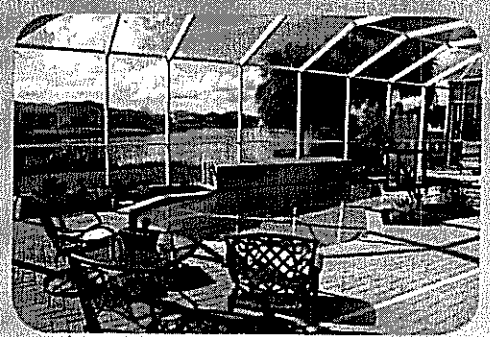
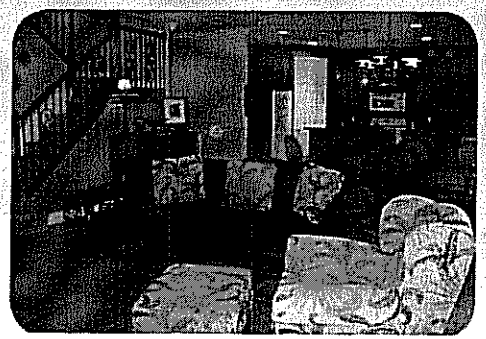
Laguna LAKES

Gorgeous Upgraded Kitchen



Heated Pool / Magnificent Lake Views



Family Room / Custom Staircase

Crown Moldings Throughout

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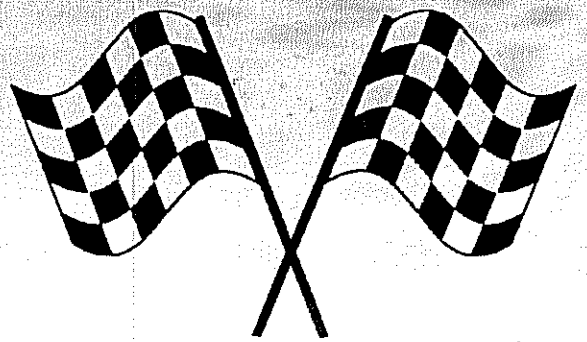
Laguna Lakes #1 REALTOR:
• 2004 • 2005 • 2006 • 2007 • 2008 • 2009
• 2010 • 2011 • 2012 (Year to date)



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Designer Master Bedroom

Great Room with Swarovski Chandeliers

9215 Calle Arragon Ave #202 - Laguna Lakes
2nd Floor Condo: 3 Beds / 2 Baths / Bonus Room / 2 Car Garage
Davenport Model: 2077 Sq. Ft. Under A/C 2741 Total Sq. Ft.
Fully furnished down to dishes and towels! ***Only $269,900***

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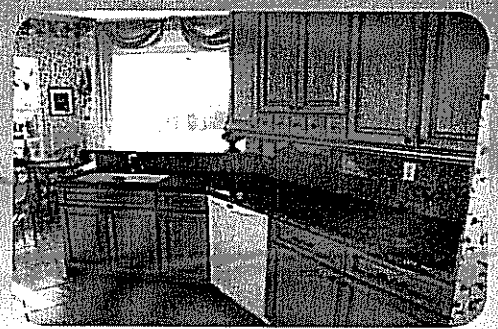
Laguna L·A·K·E·S


Gorgeous Custom Kitchen

Beautiful Tree Lined Street

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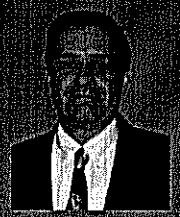

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Laguna Lakes

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Client Summary Report

Listings as of 10/13/12 at 4:57pm

Active 10/06/12	Listing # 201236134 8710 Paseo De Valencia St Fort Myers, FL 33908-9657 County: Lee	Listing Price: $499,900

Property Type	Residential	**Property Subtype**	Single Family
GEO Area	FM13 - laguna	**Subdivision**	Laguna Lakes
Beds	4	**Living Area**	3371 Tax Data
Baths(FH)	4 (4 0)	**Price/Sq Ft**	$148.29
Year Built	2004	**Lot Sq Ft(approx)**	7710 ((Tax Data))
PID	33452415000001770		
Lot Acres (approx)	0.177		

Additional Pictures

Directions 1 mile west of the new Summerlin/Gladiolus flyover on Gladiolus.
Property Information Meticulously maintained, this Jardin model sits on a double lake with western exposure. Enjoy magnificent sunsets in the heated custom pool while entertaining friends & family on the extended lanai. Over $100,000 in upgrades including custom kitchen, crown moldings, granite counters in kitchen & baths, tile floors, custom stair case and teak flooring upstairs. If you are looking for a move in condition family home that you'd be proud to show to your in-laws, this is it! Laguna Lakes sits on 151 acres with 33 acres of lakes. Located just minutes from Sanibel Island and Fort Myers Beach with Health Park hospital a half mile away, Lakes Library across the street and Publix and Sweetbay around the corner. School bus pick up & drop off on site. Amenities include clubhouse, heated disappearing edge pool,jacuzze, kiddie pool, tennis, racquet ball, exercise room, volley ball, and fishing pier. See this home in beautiful Laguna Lakes and your search for the perfect home ends!

Presented By:	**Adriana E Fernandez**	**Core Realty & Investments LLC**
	Cellular: 239-265-3707 P. Fax: 866-630-3270	8900 Gladiolus Dr Ste 202 Fort Myers, FL 33908 239-471-4764 Fax : 888-247-4815
	E-mail: Adriana@corerealty24.com	
October 2012	Web Page: http://swflhomes.co	

Featured properties may not be listed by the office/agent presenting this brochure.
Information has not been verified, is not guaranteed, and is subject to change.
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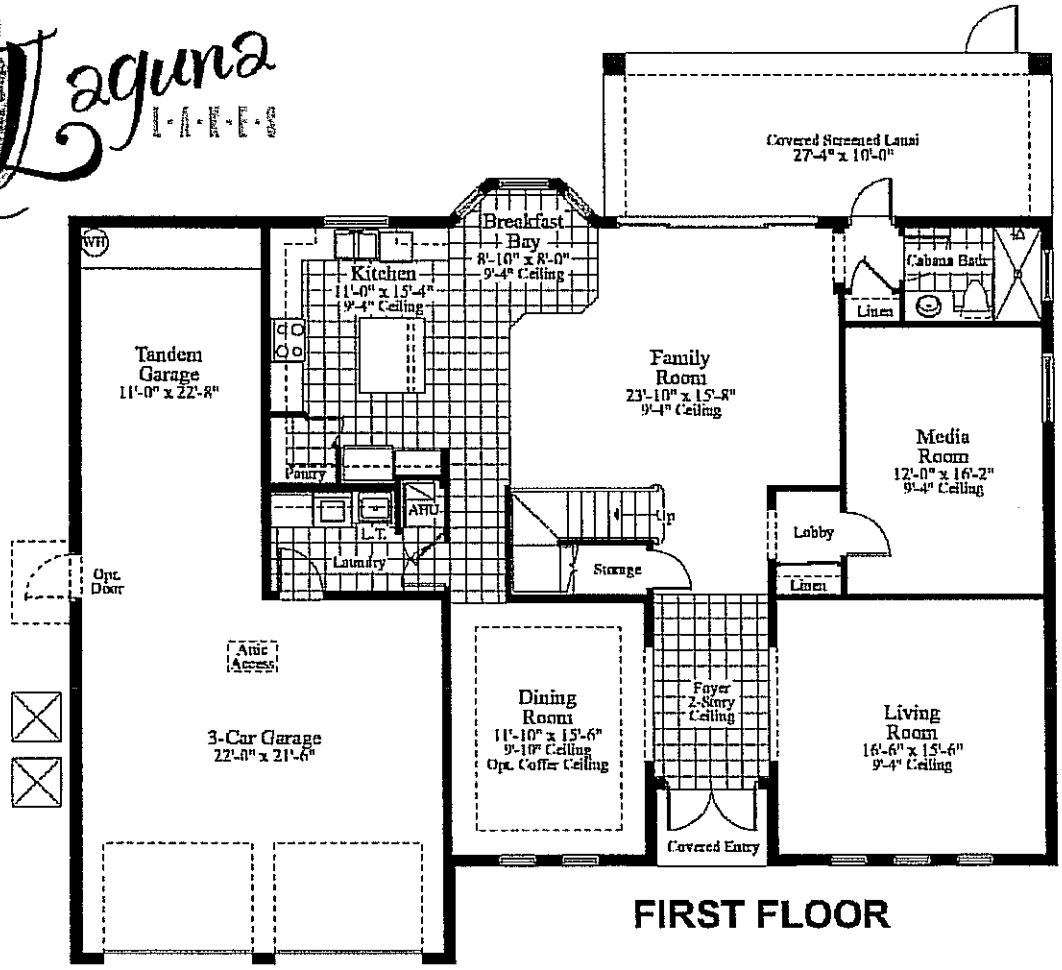
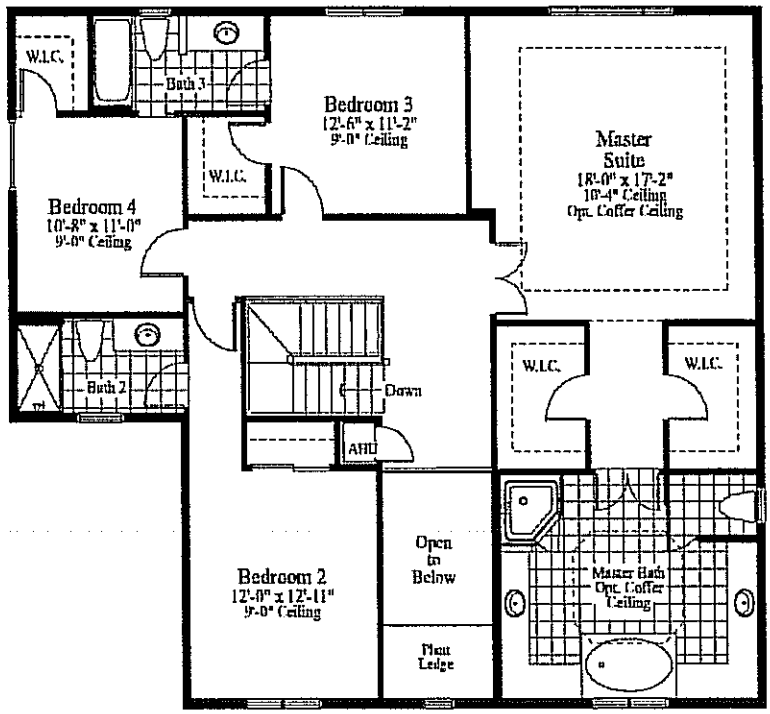
U.S. Patent 6,910,045

Laguna LAKES



FIRST FLOOR

Jardin



SECOND FLOOR

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Applicant’s Exhibit C

ESTTA Tracking number: **ESTTA469235**

Filing date: **04/25/2012**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	JohnGMarino
Granted to Date of previous extension	04/28/2012
Address	9069 Paseo De Valencia Fort Myers, FL 33908 UNITED STATES

Correspondence information	Scott M. Behren, Esq. Attorney for Marino Behren Law Firm 2893 Executive Park Drive Suite 203 Weston, FL 33331 UNITED STATES scott@behrenlaw.com Phone:954 636 3802

Applicant Information

Application No	85411955	Publication date	02/28/2012
Opposition Filing Date	04/25/2012	Opposition Period Ends	04/28/2012
Applicant	Laguna Lakes Community Association, Inc. c/o Alliant Property Management, LLC 6719 Winkler Road, Suite 200 Fort Myers, FL 33919 UNITED STATES		

Goods/Services Affected by Opposition

Class 035. First Use: 2003/10/06 First Use In Commerce: 2003/10/06
All goods and services in the class are opposed, namely: Association services, namely, promoting the interests of condominium association and homeowner associations; managing the business affairs of common community associations of HOAs and condominium associations, and promoting the use of and managing the maintenance of real estate

Grounds for Opposition

Deceptiveness	Trademark Act section 2(a)
Priority and likelihood of confusion	Trademark Act section 2(d)
The mark is merely descriptive	Trademark Act section 2(e)(1)
The mark is primarily geographically descriptive	Trademark Act section 2(e)(2)
Torres v. Cantine Torresella S.r.l.Fraud	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)

Mark Cited by Opposer as Basis for Opposition

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	Mr. Laguna Lakes		
Goods/Services	Sale promotion and advertising of real estate and in particular in the Laguna Lakes Community in Florida.		

Attachments	Marino Opp FInal.pdf (9 pages)(1071647 bytes)

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Scott M. Behren/
Name	Scott M. Behren, Esq.
Date	04/25/2012

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of trademark application Serial No. 85411955
For the mark LAGUNA LAKES Published in the Official Gazette on February 28, 2012

JOHN GERARD MARINO
v.

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

NOTICE OF OPPOSITION

The above-identified opposer believes that he will be damaged by registration of the mark shown in the above-identified application, and hereby opposes the same. The grounds for opposition are as follows:

1. John Gerard Marino ("Marino") has been using the trade-name "Mr. Laguna Lakes" in the business of selling real estate in Laguna Lakes, a development in Ft. Myers, Florida since July 2005.

2. The Laguna Lakes Community Association, Inc. ("Laguna") , is a non-profit home-owners association that has only recently sought to register Laguna Lakes in a an effort to harm Marino.

3. The mark should not be registered in that it's merely geographically descriptive of a development and area in Ft. Myers, Florida.

4. Marino is the prior user of the name Laguna Lakes and used it prior to Laguna and as early as July 2005. Marino has used the trade-name "Mr. Laguna Lakes" since that time. See, attached Exhibit "A."

5. Laguna fraudulently represented that it is using the mark in interstate commerce when, in fact, it is not used in interstate commerce at all. It is not used interstate and is not used in "commerce" since Laguna is a non-profit entity. Laguna has sought to register the mark, solely to damage the business of Marino. See, attached Exhibit "A."

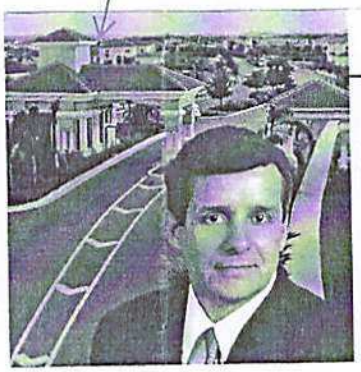
For all of the foregoing reasons and others as shall be proved in this case, Marino opposes the registration of the Laguna Lakes trademark by Laguna.

BEHREN LAW FIRM
2893 Executive Park Drive Suite 203
Weston, FL 33331
(954) 636-3802
scott@behrenlaw.com
By:_____ 4/25/12
Scott M. Behren
Fla. Bar 987786

8/3/2004

Laguna Lakes gate house.

Mr. Laguna Lakes



Gerard Marino
"Mr. Laguna Lakes"

RE/MAX
Each office independently owned and operated

Realty Group
7910 Summerlin Lakes Dr.
Fort Myers, FL 33907

(239) 851-8883 Direct
(239) 489-0444 Office
(239) 433-3094 Fax
(800) 330-SOLD Toll Free

gmarino@remax.net

PRIMA #4998

PRO PHOTO & DIGITAL
8945 COLLEGE PARKWAY
FORT MYERS FL 33919

DATE: 08/03/04 TIME: 17:39
MER#: 9916000005509 TERM: 0001
S-A-L-E-S D-R-A-F-T

REF: 0017 BCH: 091
CD TYPE: MC
TR TYPE: PR
AMOUNT: $37.10

ACCT: **********4998 EXP: ****
AP: 035999

CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE CARDMEMBER'S AGREEMENT WITH THE ISSUER

TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER

POSTED

Exhibit 4-F

Above The Rest Imaging

2317 SE 20th Ave
Cape Coral, Fl 33990

7/6/2005

Invoice

Date	Invoice #
7/6/2005	1157

Bill To
GERARD MARINO 9069 Paseo DeValencia St. Ft. Myers, FL

Above The Rest IMAGING

Laguna Lakes

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
2	Low Altitude Photography Laguna lakes	60.00	120.00
	Florida Sales Tax	6.00%	0.00

JOHN GERARD MARINO, P.A. 08-02
1682 S. FLOSSMOOR RD.
FORT MYERS, FL 33919-6407

1282

63-4/630 FL
1120

Date 7/8/05

Pay to the order of ABOVE THE REST Imaging $ 120-

One Hundred Twenty + NO/100 Dollars

Bank of America

ACH R/T 063100277

For

⑆063000047⑆ 005482008243⑈ 1282

Total	$120.00

Phone #	E-mail	Web Site
239-645-4406	Info@abovetherestimaging.com	www.abovetherestimaging.com

Exhibit 4-G

Domain name: MRLAGUNALAKES.COM

Administrative Contact:
Marino, Gerard gmarino007@gmail.com
PO Box 60733
Fort Myers, FL 33906
US
+1.2398518883
Technical Contact:
Marino, Gerard gmarino007@gmail.com
PO Box 60733
Fort Myers, FL 33906
US
+1.2398518883

Registration Service Provider:
Register4less, support@r4l.com
(514) 905-6500
http://register4less.com

Registrar of Record: TUCOWS, INC.
Record last updated on 05-Mar-2012.
Record expires on 17-Feb-2013.
Record created on 17-Feb-2005.

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Gerard Marino, CCIM
"Mr. Laguna Lakes"
Direct: (239) 851-8883
gmarino@MrLagunaLakes.com

Mr. Laguna Lakes

No one *KNOWS* Laguna Lakes like *"Mr. Laguna Lakes!"*

Can your agent explain Laguna Lakes' CDD,
what it costs, why it's fair and why it's GOOD?
If not...you have the wrong agent!

Exhibit 4-H

Laguna Lakes

Buy / Sell / Lease
Resident Agent
(239) 851-8883
Gerard Marino Amerivest Realty

No one *MARKETS* Laguna Lakes like *"Mr. Laguna Lakes!"*

AMERIVEST Realty

Laguna Lakes Clubhouse Just Before Dawn

Laguna Lakes Properties Needed To Sell & Lease!

Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906

PRSRT STD
U.S. Postage
PAID
Fort Myers, FL
Permit No. 941

ECRWSS
POSTAL CUSTOMER

Exhibit 5-B

Community Association Inc.
Board of Director's Meeting Minutes

Held on August 22nd, 2011 at 7:00pm at the Laguna Lakes Clubhouse, Located at 15300 Lakes of Laguna Boulevard, Fort Myers Florida, 33908

Approved Minutes

Present: President, Patrick Tardiff; Vice-President, Donna Flammang (by phone); Treasurer, Bob Hajicek, Secretary, Jeff Kelley; Director, Mary Ann Cowart

Management Company: Patrick McGuire, CAM – Alliant Association Management (absent)
Kim Hertner, CAM – Alliant Association Management was present.

Chairperson of Meeting: President, Patrick Tardiff.

1) **Establish a Quorum/Call to Order**: A quorum was established and the meeting was called to order at 7:03 by Patrick Tardiff.

2) **Proof of Notice**: Notice was posted on August 15th on the website and on August 19th on the bulletin board.

3) **Disposal of Unapproved Minutes:** – Previous minutes will be approved at the next meeting.

4) **Treasurer's Report:**

i)	Cash Operating	$458,872.00
ii)	Cash Reserves	$179,490.00
iii)	Cash Total	$638,362.00
iv)	Operating Actual YTD Expenses	$707,423.00
v)	Operating Budget YTD Expenses	$725,001.00

5) **Committee Reports:**

a) **Social Committee** – No report given
b) **Landscaping Committee -**
   i) **Items Completed**
      (1) Ficus hedge was completed.
      (2) Washingtonian palms were trimmed.
      (3) Oak trees on Laguna Lakes parkways will be completed on Monday.
   ii) **Proposals**
      (1) Removal of 5 Hong Kong Orchids, Silver Buttonwoods, Green Island Ficus and Core Grass around the edge of the roundabout. Install sod. Everyday Maintenance proposal $2,125.00
      (2) Renovate 5 sprinkler zones on the roundabout. Irrigation Specialist proposal $2,084.00.

(3) Sylvester Palm on the roundabout needs to be straightened. Gulf Coast Palm proposal $275.00.
(4) Total cost for the roundabout $4,484.00.

MOTION: *A motion was made by Donna Flammang to accept the proposal from Everyday Maintenance for $2,125.00 for* **removal of 5 Hong Kong Orchids, Silver Buttonwoods, Green Island Ficus and Core Grass around the edge of the roundabout and install sod. And also accept the proposal from Irrigation Specialist to renovate 5 sprinkler zones on the roundabout for a cost of $2,084.00.** *Seconded by Bob Hajicek. All in favor, motion passes.*

c) **Club House Committee –**
i) Billiard bar stools have been recovered.
ii) Umbrellas were replaced in the pool area.
iii) Water fountain is leaking for the fourth time this year.
iv) Need to replace the two nets and poles at the tennis courts.
v) Tarp cover on the gazebo is shredded.
vi) Racket ball court needs either repairing or a member vote to change the use status.
(1) Proposals from Mark Wardell at Ritzman Tennis

(a)	Net posts	$350.00
(b)	Nets two at	$183.00 each
(c)	Gazebo cover	$750.00
(d)	Windscreens	$1,500.00 plus tax to do all around both courts
(e)	Clay	$350.00

MOTION: *A motion was made by Bob Hajicek to proceed with the net posts at $350.00, new nets at $183.00 each, Gazebo cover at $750.00, clay at about $350.00 and to replace the fountain. Seconded by Donna Flammang. All in favor, motion passes.*

6) **Old Business:**
a) **LLCA Vote Meeting** – Amendment changes prepared by the Association Attorney were reviewed by the Board.

MOTION: *A motion was made by Mary Ann Cowart to recommend to the members to pass the amendment change. Seconded by Patrick Tardiff. All in favor, motion passes.*

Members meeting will be held on October 4, 2011 at 7:00 in the Clubhouse.
b) **TEM Update** – Security measures at the clubhouse have been progressing along but not yet completed.
c) **Comcast Contract** – Contract was signed on Tuesday, August 16, 2011. Contract effective date is October 1, 2011. Letter will be mailed to the residents soon.
d) **Oak Tree Trimming Update** – Discussed previously in the meeting.

7) **New Business:**
a) **Chairs for Pool Deck** – 15 chairs are needed to replace the missing chairs.

MOTION: *A motion was made by Jeff Kelly to purchase 16 chairs from Leaders to replace the missing chairs. Seconded by Donna Flammang. All in favor, motion passes.*

b) **Clean up Wall in Club House -**

MOTION: *A motion was made by Bob Hajicek to remove the "entertainment center" from the wall of the clubhouse as per the Elias Brothers proposal and cost, refurbish the wall and purchase a big screen TV and electronics needed not to exceed $4,500.00. Seconded by Mary Ann Cowart. All in favor, motion passes.*

c) **BBQ Deck** – No discussion
d) **Replace TV** – No discussion
e) **Trademark** – Laguna Lakes Logo is not a registered trademark and is being used without the permission of the Board of Directors.

MOTION: ***A motion was made by Mary Ann Cowart to register the Laguna Lakes name and logo as a trademark at a cost of around $2,700.00. Seconded by Bob Hajicek. All in favor, motion passes.***

8) **Other Business:**
a) **Next meeting** – September 26, 2011

9) **Homeowners Comments** (up to 3 minutes each, time permitting):
Question: Due to the Comcast contract changes when will the homeowners see their $500.00?
Answer: *This will be decided on and discussed at the Budget Meeting.*

10) **Adjournment:**

MOTION: ***A motion was made by Mary Ann Cowart to adjourn the meeting at 9:08 pm. Seconded by Donna Flammang. All in favor, motion passes.***

The next meeting will be held on September 26th, 2011 at 7pm.

Respectfully Submitted by
Kim Hertner, CAM
Patrick K. McGuire, CAM
Alliant Association Management

Applicant’s Exhibit D

ESTTA Tracking number: **ESTTA469702**

Filing date: **04/28/2012**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

Name	JohnGMarino
Granted to Date of previous extension	04/28/2012
Address	9069 Paseo De Valencia Fort Myes, FL 33908 UNITED STATES

Attorney information	Scott Behren, Esq. Behren Law Firm 2893 Executive Park Drive Suite 203 Weston, FL 33331 UNITED STATES scott@behrenlaw.com, scott.behren@gmail.com Phone:954 636 3802

Applicant Information

Application No	85414343	Publication date	02/28/2012
Opposition Filing Date	04/28/2012	Opposition Period Ends	04/28/2012
Applicant	Laguna Lakes Community Association, Inc. c/o Alliant Property Management, LLC 6719 Winkler Road, Suite 200 Fort Myers, FL 33919 UNITED STATES		

Goods/Services Affected by Opposition

Class 035. First Use: 2003/10/06 First Use In Commerce: 2003/10/06
All goods and services in the class are opposed, namely: Association services, namely, promoting the interests of condominium association and homeowner associations; managing the business affairs of common community associations of HOAs and condominium associations, and promoting the use of and managing the maintenance of real estate

Grounds for Opposition

Deceptiveness	Trademark Act section 2(a)
False suggestion of a connection	Trademark Act section 2(a)
Priority and likelihood of confusion	Trademark Act section 2(d)
The mark is merely descriptive	Trademark Act section 2(e)(1)
The mark is primarily geographically descriptive	Trademark Act section 2(e)(2)
Torres v. Cantine Torresella S.r.l.Fraud	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)

Mark Cited by Opposer as Basis for Opposition

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	Mr. Laguna Lakes		
Goods/Services	Sale and listing of real estate in Laguna Lakes area of Ft. Myers, Florida through the interstate mails and internet and in the State of Florida.		

Attachments	Gerard Logo Opp.pdf (11 pages)(962435 bytes)

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Scott M. Behren/
Name	Scott Behren, Esq.
Date	04/28/2012

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of trademark application Serial No. 85414343
For the mark LAGUNA LAKES Published in the Official Gazette on February 28, 2012

JOHN GERARD MARINO
v.

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

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The above-identified opposer believes that he will be damaged by registration of the mark shown in the above-identified application, and hereby opposes the same. The grounds for opposition are as follows:

1. John Gerard Marino ("Marino") has been using the trade-name "Mr. Laguna Lakes" in the business of selling real estate in Laguna Lakes, a development in Ft. Myers, Florida since July 2005.

2. The Laguna Lakes Community Association, Inc. ("Laguna") , is a non-profit home-owners association that has only recently sought to register Laguna Lakes in a an effort to harm Marino. Contrary to the registration of Laguna, it did not use the mark or logo as early as 2003 as the mark and logo were owned by Transeastern Homes and later TOUSA, Inc. This is evidenced by the fact that Laguna Lakes' domain name was not even registered until 2006 contrary to their claims that it was registered in 2003.

3. The mark should not be registered in that it's merely geographically

descriptive of a development and area in Ft. Myers, Florida.

4. Marino is the prior user of the name Laguna Lakes and used it prior to Laguna and as early as July 2005. Marino has used the trade-name "Mr. Laguna Lakes" since that time. See, attached Exhibit "A."

5. Laguna fraudulently represented that it is using the mark in interstate commerce when, in fact, it is not used in interstate commerce at all. It is not used interstate and is not used in "commerce" since Laguna is a non-profit entity established solely for Laguna Lakes residents. Laguna has sought to register the mark, solely to damage the business of Marino. See, attached Exhibit "A."

For all of the foregoing reasons and others as shall be proved in this case, Marino opposes the registration of the Laguna Lakes trademark by Laguna.

BEHREN LAW FIRM
2893 Executive Park Drive Suite 203
Weston, FL 33331
(954) 636-3802
scott@behrenlaw.com
By: 4/27/12
Scott M. Behren
Fla. Bar 987786

8/3/2004

Laguna Lakes gate house.

Mr. Laguna Lakes

Gerard Marino
"Mr. Laguna Lakes"

RE/MAX
Each office independently owned and operated

Realty Group
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Fort Myers, FL 33907

(239) 851-8883 **Direct**
(239) 489-0444 **Office**
(239) 433-3094 **Fax**
(800) 330-SOLD **Toll Free**

gmarino@remax.net

MBMA #4998

PRO PHOTO & DIGITAL
8945 COLLEGE PARKWAY
FORT MYERS FL 33919

DATE: 08/03/04 TIME: 17:39
MERR: 991600005509 TERM: 0001
S-A-L-E-S D-R-A-F-T

REF: 0017 BCH: 091
CD TYPE: MC
TR TYPE: PR
AMOUNT: $37.10

ACCT: **********4998 EXP: ****
AP: 035999

CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE CARDMEMBER'S AGREEMENT WITH THE ISSUER

TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER

POSTED

Exhibit 4-F

Above The Rest Imaging

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Cape Coral, Fl 33990

7/6/2005

Invoice

Date	Invoice #
7/6/2005	1157

Bill To
GERARD MARINO 9069 Paseo DeValencia St. Ft. Myers, FL

Above The Rest IMAGING

Laguna Lakes

P.O. No.	Terms	Project
	Due on receipt	

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FORT MYERS, FL 33919-6407

1282

Date 7/8/05

63-4/630 FL
1120

Pay to the order of ABOVE THE REST Imaging $ 120-

One Hundred Twenty + no/cr Dollars

Bank of America

ACH R/T 063100277

For

⑆063000047⑆ 00548 2008 24 3⑈ 1282

		Total	$120.00

Phone #	E-mail	Web Site
239-645-4406	Info@abovetherestimaging.com	www.abovetherestimaging.com

Exhibit 4-G

Domain name: MRLAGUNALAKES.COM

Administrative Contact:
Marino, Gerard gmarino007@gmail.com
PO Box 60733
Fort Myers, FL 33906
US
+1.2398518883

Technical Contact:
Marino, Gerard gmarino007@gmail.com
PO Box 60733
Fort Myers, FL 33906
US
+1.2398518883

Registration Service Provider:
Register4less, support@r4l.com
(514) 905-6500
http://register4less.com

Registrar of Record: TUCOWS, INC.
Record last updated on 05-Mar-2012.
Record expires on 17-Feb-2013.
Record created on 17-Feb-2005.

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http://tucowsdomains.com

Domain servers in listed order:
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NS2.R4L.COM

Gerard Marino, CCIM
"Mr. Laguna Lakes"
Direct: (239) 851-8883
gmarino@MrLagunaLakes.com

Mr. Laguna Lakes

No one ***KNOWS*** Laguna Lakes like *"Mr. Laguna Lakes!"*

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If not...you have the wrong agent!

Exhibit 4-H

Laguna Lakes

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Gerard Marino Amerivest Realty

No one ***MARKETS*** Laguna Lakes like *"Mr. Laguna Lakes!"*

AMERIVEST Realty

Laguna Lakes Clubhouse Just Before Dawn

Laguna Lakes Properties Needed To Sell & Lease!

Gerard Marino
Amerivest Realty
PO Box 60733
Fort Myers, FL 33906

PRSRT STD
U.S. Postage
PAID
Fort Myers, FL
Permit No. 941

ECRWSS
POSTAL CUSTOMER

Exhibit 5-B

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Board of Director's Meeting Minutes

Held on August 22nd, 2011 at 7:00pm at the Laguna Lakes Clubhouse, Located at 15300 Lakes of Laguna Boulevard, Fort Myers Florida, 33908

Approved Minutes

Present: President, Patrick Tardiff; Vice-President, Donna Flammang (by phone); Treasurer, Bob Hajicek, Secretary, Jeff Kelley; Director, Mary Ann Cowart

Management Company: Patrick McGuire, CAM – Alliant Association Management (absent)
Kim Hertner, CAM – Alliant Association Management was present.

Chairperson of Meeting: President, Patrick Tardiff.

1) **Establish a Quorum/Call to Order**: A quorum was established and the meeting was called to order at 7:03 by Patrick Tardiff.

2) **Proof of Notice**: Notice was posted on August 15th on the website and on August 19th on the bulletin board.

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4) **Treasurer's Report:**

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iii)	Cash Total	$638,362.00
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v)	Operating Budget YTD Expenses	$725,001.00

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a) **Social Committee** – No report given
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   i) **Items Completed**
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The next meeting will be held on September 26th, 2011 at 7pm.

Respectfully Submitted by
Kim Hertner, CAM
Patrick K. McGuire, CAM
Alliant Association Management

Exhibit 4-G

Domain name: **MRLAGUNALAKES.COM**

Administrative Contact:
Marino, Gerard gmarino007@gmail.com
PO Box 60733
Fort Myers, FL 33906
US
+1.2398518883
Technical Contact:
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+1.2398518883

Registration Service Provider:
Register4less, support@r4l.com
(514) 905-6500
http://register4less.com

Registrar of Record: TUCOWS, INC.
Record last updated on 05-Mar-2012.
Record expires on 17-Feb-2013.
Record created on 17-Feb-2005.

Registrar Domain Name Help Center:
http://tucowsdomains.com

Domain servers in listed order:
NS1.R4L.COM
NS2.R4L.COM

Exhibit 3-A

Who-is Record

Laguna Lakes Community Association, Inc.
15250 Lakes of Laguna Blvd.
Fort Myers, Florida 33908
United States

Registered through: GoDaddy.com, LLC (http://www.godaddy.com)
Domain Name: **LAGUNALAKESASSOCIATION.COM**
Created on: 24-Aug-06
Expires on: 24-Aug-12
Last Updated on: 26-May-10

Administrative Contact:
Lakes, Laguna noc@SolutionSense.com
Laguna Lakes Community Association, Inc.
15250 Lakes of Laguna Blvd.
Fort Myers, Florida 33908
United States
(239) 482-1469

Technical Contact:
Lakes, Laguna noc@SolutionSense.com
Laguna Lakes Community Association, Inc.
15250 Lakes of Laguna Blvd.
Fort Myers, Florida 33908
United States
(239) 482-1469

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Applicant’s Exhibit E

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

John Gerard Marino,	)	
	)	**Consolidated Opp. No. 91/204,897**
Opposer,	)	**91/204,941**
	)	
v.	)	**APPLICANT'S AMENDED FIRST**
	)	**SET OF INTERROGATORIES,**
Laguna Lakes Community Association, Inc.,	)	**REQUESTS FOR PRODUCTION,**
	)	**AND REQUESTS FOR ADMISSION**
	)	**TO OPPOSER**
Applicant.	)	
	)	

Applicant, Laguna Lakes Community Association, Inc. ("Laguna Lakes"), hereby requests that Opposer, John Gerard Marino ("Marino") answer, under oath, in writing, and in accordance with Rules 26, 33, 34 and 36 of the Federal Rules of Civil Procedure as well as the rules governing practice and procedure before the Trademark Trial and Appeal Board, the following Interrogatories, Requests for Admissions and Requests for Production of Documents ("Discovery Requests") by serving said answers upon Laguna Lakes on or before Monday, November 19, 2012.

INSTRUCTIONS

1. With respect to all Discovery Requests, all information and documents are to be divulged which are within the knowledge, possession or control of Marino, his attorneys, or other representatives.

2. If your response to any of the Requests for Admission below is anything other than an unqualified admission, please state all facts upon which your denial was based, including the names(s), address(es) and telephone number(s) of all witnesses who may have information supporting those facts and identify all documents upon which each denial is based.

3. Under Rule 33 of the Federal Rules of Civil Procedure, each Interrogatory must be answered separately and fully under oath. When an Interrogatory requests that Marino identify a document, state the content of the document, the date of the document, and the identities of the persons referred to in the document.

4. If you object to providing the answer to any individual Discovery Request, in whole or in part, please state clearly the basis for the objection. If a privilege is claimed, please identify any document or communication for which a privilege is claimed, and set forth the nature of the privilege asserted and produce a privilege log for review and in camera inspection.

5. These Discovery Requests are deemed to be continuing and Marino shall be obligated to seasonably change, supplement and amend his answers as prescribed by Rule 26 of the Federal Rules of Civil Procedure. Any failure by Marino to respond to these Discovery Requests may subject Marino to sanctions under Rule 37 of the Federal Rules of Civil Procedure.

6. If a request is made for the identification or production of documents which are no longer in the possession or subject to the control of Marino, please state when such documents were most recently in the possession or subject to the control of Marino, what has become of them, and identify the persons presently in possession or control of the documents. If any documents have been destroyed, please state when such documents were destroyed, identify the person who destroyed the documents and the person who directed that the documents be destroyed, and state the reason(s) the documents were destroyed.

7. When an Interrogatory requests that Marino identify a natural person, state the person's name, home address and telephone number, business address and telephone number, employer, and job title.

8. The documents requested shall be presented for inspection and/or copying at the office of Brennan, Manna & Diamond, LLC, 75 E. Market Street, Akron, Ohio 44308, by Donna M. Flammang, W. Scott Harders, and Chad R. Rothschild, Attorneys for Laguna Lakes.

DEFINITIONS

For purposes of these Discovery Requests, the following definitions shall apply:

1. The term "Person" shall mean any individual, corporation, proprietorship, partnership, trust, association or any other juristic entity.

2. The term "Opposer," "John Gerard Marino," "you" or "your" shall mean Opposer, John Gerard Marino, and unless otherwise directed, shall include any predecessors, directors, officers, employees, agents, representatives, attorneys or other persons acting, or purporting to act, on behalf of Opposer. Where a response to a Discovery Request calls for information from or identification of persons other than or in addition to Opposer, documents should be produced which identify each person separately even if within the group of persons making up the definition of "Opposer" herein.

3. The term "Marino" means "John Gerard Marino."

4. The term "Applicant" or "Laguna Lakes Community Association, Inc." means Applicant, Laguna Lakes Community Association, Inc., and unless otherwise directed, shall include any predecessors, officers, directors, employees, agents, representatives, attorneys, or other persons acting, or purporting to act, on behalf of Applicant. Where a response to a Discovery Request calls for information from or identification of persons other than or in addition to Applicant, documents should be produced which identify each person separately even if within the group of persons making up the definition of "Applicant" herein.

5. As used herein, the term "document" includes any tangible thing from or on which information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means regardless of technology or form, including but not limited to any written, printed, typed, recorded, or other graphic matter of any kind or nature, and all mechanical and electrical sound, visual or audio-visual recordings and any transcripts thereof, all copies of any document by any means, and computer files in the possession, custody, and/or control of Opposer, its lessees, tenants, officers, directors, servants, agents, and counsel. It shall also be defined to be synonymous in meaning and equal in scope to the usage of this term in Fed.R.Civ.P. 34(a), including but not limited to any "thing" or "tangible things" which may not otherwise be considered "documents" as defined above. A draft or non-identical copy is a separate document within the meaning of this term.

6. Where a "Person" required to be identified is a juristic entity, documents should be produced pertaining to the entity's full name, present or last known address, and the state and date of incorporation, if any; and where a "Person" required to be identified is an individual,

documents should be produced pertaining to the Person's full name, present or last known address and phone number, and present or last known title and place of employment.

7. The word "identify", when used in reference to a thing, means and includes producing information or documents pertaining to the name and address of the custodian of the thing, the location of the thing, and a general description of the thing, including common and commercial name, model or version number or similar identifier, and the believed manufacturer, distributor and inventor of the thing. When used in reference to an advertisement or promotional item, it shall also mean to produce information or documents pertaining to the nature of each such item and the medium or other manner (including, but not limited to, radio, television, internet, magazines, newspaper, leaflets, mailings, telephone listings of telephone book advertisements, signs, and banners) in which published or otherwise disseminated; the title and date of each publication, issue, broadcast, etc., in which such item appeared, including page numbers or other location/time references, or, if appropriate, the specific locations to which said items were disseminated, published, and/or at which said items appeared, and for each such location, the date(s) during which said items were disseminated, published, and/or at which said items appeared, as well as the identify the persons or class of consumers to whom each such item was directed, e.g. the general public; and the persons and/or organizations responsible for the creation, layout, and design of each.

8. The word "identify", when used in reference to a fact, an event, omission, or action or activity of any kind, or in reference to the identification of a person, document or thing, means and includes producing information or documents pertaining to those individuals and persons involved, the pertinent dates and locations involved, and a description of the subject matter and event, omission, act, etc. sufficient to form an understanding of what is being identified, and how and why it is responsive to the Discovery Request in question.

9. The words "pertain(s) to" or "pertaining to" mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting, supports, corroborates, demonstrates, supports, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

10. The word "inquiry", when pertaining to use or registration of a mark, shall include each preliminary, availability, dilution, validity, infringement, or other trademark search or inquiry.

11. The singular shall include the plural and vice versa; the terms "and" or "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation."

12. In each of the following Discovery Requests, the masculine includes the feminine and the neuter, and the neuter includes both the masculine and the feminine.

13. The terms "all" and "each" shall be construed as all and each to bring within the scope of the Request all responses that might otherwise be construed to be outside of the scope.

14. "Date" shall mean the exact date, month and year, if ascertainable or, if not, the best approximation of the date (based upon relationship with other events).

15. "Advertising" or "Advertisement" shall mean marketing, advertising, and promotion.

16. "Means of Promotion" shall mean each publication, catalog, brochure, flyer, menu, sign, display, item of advertisement, web page (by domain name), publicity material, promotional material, trade show attendance, electronic media advertising (e.g. television, radio) or other means of promotion.

17. The term "mark" or "trademark" shall mean and include trademark, service mark, logo, slogan, color scheme, trade dress, trade name, company name, business name, entity identifier, domain name or any mark, drawing or writing representative of an indicia of origin for any product or service or business. Marks including different elements such as wording, punctuation, type-styles, accompanying designs, and the like shall constitute different marks, thereby calling for separate responses where appropriate.

18. The "'343 Application" shall mean Trademark Application Serial Number 85/414,343.

19. The "'955 Application" shall mean Trademark Application Serial Number 85/411,955.

20. The term "Marks" refers to the marks set forth in the '343 Application and the '955 Application.

REQUESTS FOR ADMISSION & INTERROGATORIES

REQUEST FOR ADMISSION NO. 1:

Admit that Laguna Lakes, the real estate development in Fort Myers, Florida, existed prior to the date that Marino allegedly began using the trade name "Mr. Laguna Lakes."

RESPONSE:

INTERROGATORY NO. 1:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 2:

Admit that Marino first began using the trade name "Mr. Laguna Lakes," if at all, in July 2005, as alleged by you in the original Notice of Opposition to the '343 Application filed on April 28, 2012 and the original Notice of Opposition to the '955 Application filed on April 25, 2012.

RESPONSE:

INTERROGATORY NO. 2:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 3:

Admit that Marino lacks personal knowledge sufficient to assert that "Laguna Lakes never acquired any of the intellectual property rights, including the services marks or logos, of Transeastern [Properties, Inc.] or TOUSA, Inc. at any time."

RESPONSE:

INTERROGATORY NO. 3:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 4:

Admit that Marino did not use the trade name "Mr. Laguna Lakes" prior to October 6, 2003.

RESPONSE:

INTERROGATORY NO. 4:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 5:

Admit that Applicant first used in commerce the mark in the '343 Application at least as early as October 6, 2003.

RESPONSE:

INTERROGATORY NO. 5:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 6:

Admit that Applicant first used in commerce the mark in the '955 Application at least as early as October 6, 2003.

RESPONSE:

INTERROGATORY NO. 6:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 7:

Admit that Marino is not the true owner of the Marks.

RESPONSE:

INTERROGATORY NO. 7:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 8:

Admit that Marino is not harmed by Applicant's registration of the Marks.

RESPONSE:

INTERROGATORY NO. 8:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 9:

Admit that the Marks are not "merely geographically descriptive of a development and area in Ft. Myers, Florida."

RESPONSE:

INTERROGATORY NO. 9:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 10:

Admit that Marino never sought permission from Transeastern Properties Inc., TOUSA, Inc., or Applicant prior to his first use of the trade name "Mr. Laguna Lakes."

RESPONSE:

INTERROGATORY NO. 10:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 11:

Admit that initiation of Opposition Nos. 91/204,897 and 91/204,941 by Marino against Applicant constitutes violation of the Master Declaration for Laguna Lakes (the "Declaration"), recorded in Official Records Book 04083, Page 1622 of the Public Records of Lee County.

RESPONSE:

INTERROGATORY NO. 11:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

REQUEST FOR ADMISSION NO. 12:

Admit that Marino was not authorized to sell property in Laguna Lakes, the real estate development in Fort Myers, Florida, prior to October 6, 2003.

RESPONSE:

INTERROGATORY NO. 12:

If your response to the foregoing Request for Admission is anything other than an unqualified admission, please state the facts upon which your denial is based.

RESPONSE:

INTERROGATORY NO. 13:

Identify all factual evidence and other documents supporting the allegation that "Laguna Lakes only does business within the State of Florida and does no business in interstate commerce whatsoever."

RESPONSE:

INTERROGATORY NO. 14:

Identify all factual evidence and other documents supporting the allegation that "Marino is the prior user of the name Laguna Lakes and used it prior to [Applicant] and as early as April 2003."

RESPONSE:

INTERROGATORY NO. 15:

Identify all factual evidence and other documents supporting the allegation that only Transeastern Properties, Inc. and TOUSA, Inc., and not Applicant, utilized the mark "Laguna Lakes" prior to June 2007.

RESPONSE:

INTERROGATORY NO. 16:

Identify why you selected "Mr. Laguna Lakes" as the term to use in connection with the business of selling real estate.

RESPONSE:

INTERROGATORY NO. 17:

Identify and describe each product and/or service sold and/or distributed by Marino under the term "Mr. Laguna Lakes" and list the mark under which each product and/or service was provided, the dates during which each product and/or service was provided, annual sales for each year each product and/or service was provided, the amount spent annually on Advertising each product and/or service, and the geographic area in which each product and/or service was Advertised, provided and/or sold.

RESPONSE:

INTERROGATORY NO. 18:

State the exact dates(s) on which Marino will rely as to when his use of the term "Mr. Laguna Lakes" commenced in connection with the sale or distribution of each product and/or service specified in answer to above Interrogatory No. 17.

RESPONSE:

INTERROGATORY NO. 19:

Identify all purchase orders, invoices, labels, flyers, brochures, other Advertising, Means of Promotion, or any writing whatsoever which Marino will rely upon to establish the date(s) specified in answer to above Interrogatory No. 18.

RESPONSE:

INTERROGATORY NO. 20:

Identify by date, content, author, means of communication (e.g. letter or orally) and all recipients, all communications between Opposer, or anyone acting on his behalf, and any of his attorneys, regarding Opposer's right to use the term "Mr. Laguna Lakes" as a trademark.

RESPONSE:

INTERROGATORY NO. 21:

Identify every Person who participated in the preparation of, or provided or assembled information for, the responses to these Discovery Requests, and state specifically, with reference to each Discovery Request, the area of participation of each such person (excluding only Marino's attorneys).

RESPONSE:

INTERROGATORY NO. 22:

Identify each document or other tangible evidence identified, used or referred to in responding to these Discovery Requests.

RESPONSE:

INTERROGATORY NO. 23:

Identify all Persons with knowledge of the allegations asserted by Marino in each Notice of Opposition and each Amended Notice of Opposition filed by you in connection with this Consolidated Opposition Proceeding.

RESPONSE:

INTERROGATORY NO. 24

Identify any and all experts you intend to use at trial in this matter and the subject matter upon which they will testify and any opinion or conclusion held by the expert relevant to the subject matter of this lawsuit.

RESPONSE:

INTERROGATORY NO. 25

Identify the full name of any witness you intend to call at trial in this matter either by live or deposition testimony and the substance of their testimony.

RESPONSE:

INTERROGATORY NO. 26

Identify any and all persons having knowledge of any facts relevant to the subject matter of this lawsuit and the issues and/or allegations set forth in each Notice of Opposition and each Amended Notice of Opposition filed by you in connection with this Consolidated Opposition Proceeding, and briefly state what knowledge they have.

RESPONSE:

INTERROGATORY NO. 27

Identify all exhibits you intend to introduce into evidence at trial.

RESPONSE:

INTERROGATORY NO. 28

Identify any and all actual, economic, compensatory, or other damages suffered by Marino and state how each item was calculated.

RESPONSE:

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1

If you have identified, reviewed, referenced, relied upon, or in any way utilized any documents and/or tangible items in preparing your responses and answers to these Discovery Requests, please provide a copy of those documents and/or tangible items.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2

Please produce all documents showing, concerning, evidencing, relating or referring to your selection, design, adoption of the term "Mr. Laguna Lakes," including, without limitation, any documentation of meetings or discussions held concerning the selection, design and adoption of the term "Mr. Laguna Lakes," any documentation relating to the reasons for selecting the term "Mr. Laguna Lakes," and any documentation concerning the consideration and rejection of using another mark.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3

Please produce a sample, copy, photograph, illustration, sketch or other depiction of each different logotype, design, font of type or style in which the term "Mr. Laguna Lakes" or any variation thereof has been or is now being used by Marino.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4

Please produce all documents showing, concerning, evidencing, relating or referring to your use of the term "Mr. Laguna Lakes."

RESPONSE:

REQUEST FOR PRODUCTION NO. 5

Please produce all documents, things, and Advertising ever used by Opposer or on behalf of Opposer to advertise or promote the goods and/or services that Opposer uses the term "Mr. Laguna Lakes" in connection with, including without limitation flyers, periodicals, newspapers, telephone directory listings, video tapes, web sites, press releases, emails, announcements, displays, promotional brochures, catalogs, outdoor window signs, and other Means of Promotion.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6

Please produce, for the period Opposer seeks to rely upon in support of his Opposition, to date, all documents showing, concerning, evidencing, relating or referring to the organization or implementation of Opposer's Advertising program, including without limitation, documents identifying: (a) the date, (b) the place, (c) the monetary amount expended, (d) the class of customers to whom the Advertising or promotional materials were or are directed, (e) the number of copies of such materials, and (f) the names and addresses of each Person, advertising agency, public relations firm, or any other business entity hired or retained in connection with such Advertisements.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7

Please produce all documents showing, concerning, evidencing, relating or referring to Opposer's first use of the term "Mr. Laguna Lakes" in connection with goods or services in the United States including without limitation the geographical localities of such first use and any third Persons involved.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8

Please produce all documents, including but not limited to invoices, showing, concerning, evidencing, relating or referring to Opposer's first use of the term "Mr. Laguna Lakes" on goods or services in interstate commerce, the geographical localities of such first use, and any third Persons involved.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9

To the extent not covered by the foregoing Requests for Production, please produce any and all documents Marino believes supports the allegations asserted by him in: (a) the Notice of Opposition to the '343 Application; (b) the Notice of Opposition to the '955 Application; (c) the Amended Notice of Opposition to the '343 Application; (d) and the Amended Notice of Opposition to the '955 Application.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10

Please produce all documents identified in Marino's Rule 26(a)(1) Initial Disclosures.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11

Please produce any and all documents pertaining to or concerning any trademark search, clearance, investigation, vigilance, or other inquiry, prepared by or on behalf of Marino pertaining to use of the term "Mr. Laguna Lakes," including any references described or identified therein.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12

Please produce any and all documents you intend to rely upon to support your allegation that Marino is the prior use of the mark "Laguna Lakes."

RESPONSE:

REQUEST FOR PRODUCTION NO. 13

Please produce any and all documents demonstrating that Marino was authorized to sell property in Laguna Lakes, the real estate development in Fort Myers, Florida, prior to October 6, 2003.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14

Produce all documents concerning damages allegedly sustained by Marino.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15

Produce for inspection and copying all exhibits which you will utilize at the trial of this matter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16

Produce copies of all documents containing the name, address, telephone number, or email address of any person who has discoverable knowledge about the incidents described in each Notice of Opposition and each Amended Notice of Opposition filed by you in connection with this Consolidated Opposition Proceeding.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17

Produce a complete copy of each statement made by any person, regardless of the form in which the statement has been recorded or kept, if the statement is reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18

Produce a complete copy of each statement made by any person, regardless of the form in which the statement has been recorded or kept, if the statement is reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19

Produce copies of memoranda, notes, correspondence, reports, statements and all other documents which identify, refer or relate to the incidents described in each Notice of Opposition and each Amended Notice of Opposition filed by you in connection with this Consolidated Opposition Proceeding.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20

Produce copies of all documents identified or that reasonably should have been identified in your answers to the above Interrogatories or Requests for Admission propounded by Applicant.

RESPONSE:

Respectfully submitted,

Donna M. Flammang (Florida Bar No. 0015230)
W. Scott Harders (Ohio Bar No. 0070598)
Chad R. Rothschild (Ohio Bar No. 0088122)
Brennan, Manna & Diamond, LLC
75 East Market Street
Akron, Ohio 44308
Phone: 330-253-3715
Fax: 330-253-3745
dmflammang@bmdpl.com
wsharders@bmdllc.com
crothschild@bmdllc.com

Attorneys for Applicant

Dated: November 8, 2012

State of Florida, _____ County, ss.

VERIFICATION

John Gerard Marino, being first duly sworn, deposes and says that the Responses to the foregoing Applicant's Amended First Set of Interrogatories, Requests for Production, and Requests for Admission to Opposer are true to the best of his knowledge and belief.

_____
John Gerard Marino

Sworn to before me and subscribed in my presence this _____ day of _____ 2012.

_____
Notary Public

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of November, 2012, a copy of the foregoing *Applicant's Amended First Set of Interrogatories, Requests for Production, and Requests for Admission to Opposer* was served via first class U.S. mail postage prepaid and by e-mail upon:

Scott Behren, Esq.
Behren Law Firm
2893 Executive Park Drive Suite 203
Weston, FL 33331
scott@behrenlaw.com; scott.behren@gmail.com

One of the Attorneys for Applicant

P:\Laguna Lakes\Discovery\Laguna Lakes amended 1st set of Rogs, RFP and RFA to Marino 11.8.12.docx

Applicant’s Exhibit F

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of trademark application Serial No. 85411955
For the mark LAGUNA LAKES Published in the Official Gazette on February 28, 2012

Consolidated Opposition No:
91204897

91204941

JOHN GERARD MARINO
v.

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

JOHN GERARD MARINO'S
RESPONSE TO REQUEST FOR ADMISSIONS

John Gerard Marino ("Marino"), by and through his undersigned counsel hereby files his Response to Request for Admissions in this matter and states as follows:

1. Admitted.
2. Denied.
3. Denied.
4. Admitted.
5. Denied.
6. Denied.
7. Denied.

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8. Denied.

9. Denied.

10. Denied.

11. Denied.

12. Denied.

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by electronic mail on this 16 day of November 2012 to: Donna M. Flammang, Esq., Brennan Manna & Diamond, P.L., 3301 Bonita Beach Road, Suite 100, Bonita Springs, FL 34134.

BEHREN LAW FIRM
2893 Executive Park Drive Suite 110
Weston, FL 33331
(954) 636-3802
scott@behrenlaw.com
By:/ Scott M. Behren/
Scott M. Behren
Fla. Bar 987786

NUANCE®

Applicant’s Exhibit G

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of trademark application Serial No. 85411955
For the mark LAGUNA LAKES Published in the Official Gazette on February 28, 2012

Consolidated Opposition No:

91204897

91204941

JOHN GERARD MARINO
v.

LAGUNA LAKES COMMUNITY ASSOCIATION, INC.

MARINO's NOTICE OF SERVICE OF ANSWERS
TO LAGUNA LAKES FIRST SET OF INTERROGATORIES

John Gerard Marino, by and through his undersigned counsel, hereby gives notice of filing his Answers to First Set of Interrogatories

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by electronic mail on this 19 day of November 2012 to: Donna M. Flammang, Esq., Brennan Manna & Diamond, P.L., 3301 Bonita Beach Road, Suite 100, Bonita Springs, FL 34134.

BEHREN LAW FIRM
2893 Executive Park Drive Suite 110
Weston, FL 33331
(954) 636-3802
scott@behrenlaw.com
By:/ Scott M. Behren/
Scott M. Behren

Fla. Bar 987786

ANSWERS TO INTERROGATORIES

1. Not applicable.

2. Business card invoice shows first use on or before 8/3/2004

3. Having served as Vice President on the same board for 2 years and knowing both the President and Vice President of Transeastern, I never saw could not find nor ever heard of any transfer of IP rights from either Transeastern or its successor TOUSA.

4. Not applicable.

5. Mark was used by developer Transeastern Homes, to sell homes in Laguna Lakes Community and was later transferred to its successor TOUSA which was and, upon information and belief, is still in bankruptcy.

6. Mark was used by developer Transeastern Homes, to sell homes in Laguna Lakes Community and was later transferred to its successor TOUSA which was and, upon information and belief, is still in bankruptcy. In addition, to my knowledge, Transeastern used HYPERLINK "http://www.lagunalakes.com" www.lagunalakes.com . This domain name was transferred to TOUSA. Applicant does not and has never had control of lagunalakes.com as represented in its application.

7. This question is vague as the term "marks" is vague. Marino is the owner of the mark "Mr. Laguna Lakes" and would be harmed by the registration of the marks at issue in this case.

8. Marino has been actively and consistently using both the name and mark since 2005 with full knowledge of Laguna Lakes and the prior boards of Laguna Lakes. Marino also uses Mr. Laguna Lakes online, on Facebook page and with www.mrlagunalakes.com.

9. The mark Laguna Lakes is merely geographically descriptive of an area in Ft. Myers, Florida. Moreover, a Google search shows that Laguna Lakes is also geographically descriptive of developments in California and West Palm Beach with the same name.

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10. Marino has a business relationship with both the President and Vice President of Transeastern Homes. Not only did they give verbal permission, but thy continued to do business with Marino in other communities, including taking him on their private jet to show him other communities in which to bring potential buyers.

11. Objection, this question calls for a legal conclusion as to the interpretation of a legal document. Moreover, this interrogatory is not relevant to this proceeding.

12. Laguna Lakes Community Association based upon its own Articles is a non-profit community association established to collect fees from homeowners in Laguna Lakes and to mange the association. All of these properties are located within the confines of Lee County, Florida.

13. Laguna Lakes Community Association based upon its own Articles is a non-profit community association established to collect fees from homeowners in Laguna Lakes and to mange the association. All of these properties are located within the confines of Lee County, Florida.

14. Marino marketed and sold 11 properties in Laguna Lakes to pre-arranged buyers on opening weekend of the Laguna Lakes Community in April 2003.

15. Until the Laguna Lakes Association was turned over to its residents in 2007, it was controlled and operated by Transeastern Properties and its successor TOUSA.

16. Marino was the #1 selling realtor in Laguna Lakes in 2003 and 2004 and was soon being called by residents and neighbors, Mr. Laguna Lakes. Marino has continued to be the #1 selling Realtor every year since.

17. Realtor services.

18. 8/3/2004 with a receipt for a business card first using Mr. Laguna Lakes.

19. 8/3/2004 with a receipt for a business card first using Mr. Laguna Lakes.

20. None.

21. John Gerard Marino.

22. These documents are produced in response to the First Request for Production.

23. See Initial Discovery Disclosures.

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24. Unknown at this time.

25. Unknown at this time as discovery is ongoing, but see Initial Discovery Disclosures.

26. See Initial Discovery Disclosures.

27. Unknown at this time.

28. None at this time.

JOHN GERARD MARINO

By: _____ 6.10.13

COUNTY OF Lee) ss.
STATE OF Florida)

Before me, the undersigned authority, personally appeared John Marino, who, being first duly sworn, deposed and said that the foregoing Answers to Interrogatories are true and correct based upon his/her own personal knowledge.

Personally known ✓ or Type of identification produced
Notary Public, State of
Print, Type or Stamp Name of Notary Public

Rebecca Munson 6.10.13

NOTARY PUBLIC
REBECCA MUNSON
Notary Public, State of Florida
Commission # EE 217927
My comm. expires July 19, 2016

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