

**ARTICLE III**

**AREAS**

**Section 1. Common Area.** Initially, the Common Area associated with this Association are the following: Tract "A", Drainage Easement, Wetland Conservation Area, Upland Area; and such other areas, either at the execution hereof or later added pursuant hereto, including, but not limited to, buffer areas, drainage property and easements.

**Section 2. Property Rights.** Except with respect to any portion of the Common Area subjected to an exclusive use easement and/or right of use as referenced herein, each Parcel Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and pass with the title of each Parcel, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof, and the right of the Association to grant permits, licenses and easements thereover for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Community. Further, such Common Area easement rights shall be subject to the following provisions:

(a) The right of the Association to suspend the right to use all or a portion of the Common Area by a Member and/or Member's tenants, guests and invitees for any period during which any assessment against Member's Parcel remains unpaid, and to fine and/or suspend such Member's right to use all or a portion of the Common Area for a reasonable period of time for any infraction of its published rules and regulations, provided, however, that a Member may not be denied access, ingress or egress to such Member's Parcel and such fine and/or suspension is imposed in accordance with F.S. 617.305 (2) and the Bylaws. In the event of such suspension, a Member shall not be entitled to any abatement or reduction in assessments due the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer (except as permitted in subsection (d) of this Section 3.) shall be effective without consent of Members entitled to vote at least two-thirds (2/3) of the voting interests of the Association.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Community.

**Section 3. Delegation of Use.** Any Member may delegate by written instrument to the Association such Member's right of enjoyment to the Common Area to specified persons in Member's family, Member's tenants or contract purchasers who reside in the Parcel and in the Community.

**Section 4. Ingress and Egress.** Any conveyance or encumbrance upon that portion of the Common Area providing ingress and egress to and from each Parcel is subject to every Member's right and easement of ingress and egress of such area.

**ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Parcel Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Parcel.

**Section 2. Voting.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Parcel Owners, with the exception of the Developer, and shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Parcel.

**Class B.** The Class B members shall be the Developer and shall be entitled to two hundred (200) votes. The Class B membership shall cease on the happening of one of the following earlier:

(a) three (3) months after 90% of the Parcels in Hickory Lakes that will ultimately be operated by the Association have been conveyed to Parcel Owners;

(b) such other percentage of the Parcels have been conveyed to members, or such other date or event has occurred, as set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Parcels;

(c) Such earlier date as Developer may determine.

**ARTICLE V**

**COVENANT FOR ASSESSMENTS**

Note: With respect to the lien rights and liabilities hereinafter provided, such rights and liabilities shall encompass not only a particular Parcel, but shall also encompass any additional real property rights which may have been granted to a Parcel Owner in accordance with Section 2 of Article III of this Declaration of Covenants.

**Section 1. Payment of Assessments.** The Developer hereby covenants, creates and establishes, and each Parcel Owner of a Parcel, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.

(b) Any special assessments for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Parcel Owners of each Parcel.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs reasonable.

(d) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Parcel Owners of each Parcel.

(f) The assessments under (a), (b) and (c) above shall be in equal amounts to all Parcel Owners, subject to the provisions of Section 3. of this Article V. Such equal amount shall be determined by dividing the assessment by a fraction, the numerator of which is one (1) and the denominator of which is the number of Parcels in the Community submitted to this Declaration at the time the assessment was enacted.

**Section 2. Creation of the Lien and Liability of Parcel Owner.** The Developer, for each Parcel owned within the Community hereby covenants, and each Parcel Owner of any Parcel by acceptance of a deed or instrument of conveyance for the acquisition of title to a Parcel, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Parcel, name of the Parcel Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Parcel Owner of such property at the time when the assessment fell due, as well as his heirs, legal representatives, successors and assigns.

**Section 3. Commencement of First Assessment.** Assessments provided herein shall first commence as to each Parcel on the day of the conveyance of title of each Parcel to a purchaser thereof (unless otherwise specifically set forth by Developer in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

**Section 4. Establishment of Assessments.** The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) The Board of Directors shall prepare an annual operating budget, reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, Developer or another person. The Board of Directors shall provide written notice of the amount and date of commencement thereof to each Owner not less than thirty (30) days in advance of the initial due date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly unless otherwise specifically set forth. Assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.