

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

(d) each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

(e) the Property may contain recreation areas/open spaces, and water areas and other natural elements which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this Article, "Association" shall include within its meaning the Declarants, and the directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of the Association and the Declarants.

### ARTICLE III Membership and Voting Rights

**Section 1. Membership.** Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot which is subject to the assessment.

**Section 2. Voting Rights.** The Association shall have two (2) classes of voting memberships:

**Class A.** Class A members shall be all those Owners, as defined in Section 1, with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members, and the vote for such lot shall be exercised as they, among themselves,

determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

**Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for every Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease, and be converted to Class A membership upon the earliest of the following events:

- (1) When seventy-five percent (75%) of the Lots have been deeded to Owners other than the Declarant; or
- (2) Seven (7) years from the date of the recording of this Declaration among the public records of Hillsborough County, Florida.
- (3) On an earlier date specified at the option of the Declarant.

#### **ARTICLE IV Covenant for Maintenance and Operation Assessments**

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agrees to pay the Association, as hereinafter provided:

- (a) annual assessments or charges, which shall include assessments for the maintenance and operation of the Common Area and shall include such reasonable reserves as the Association may deem necessary. These annual assessments may be collected in monthly, quarterly or yearly payments; and
- (b) special assessments for capital improvements as provided in Section 3 of this Article. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established and collected from time to time as hereinafter provided; and
- (c) other assessments as hereinafter provided for.

Each member shall, through the assessments, share in the expenses of the Association in an amount proportional to a fraction of which the numerator is one and the denominator is the number of platted Lots in the Property.

The annual, special and other assessments, together with interest thereon and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the costs of collection of the same, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. All assessments, whether annual, special or other imposed by the Association, shall be against all Lots subject to its jurisdiction, fixed at a uniform rate per Lot and may be collected on a monthly, quarterly or yearly basis, as directed by the Board of Directors.