

**ASHTON OAKS AT RIVERHALL
CONDOMINIUM ASSOCIATION, INC.**

**2014
Q & A**

This document is designed to cover information a potential buyer may have in compliance with Florida Statute 718.504 for the above-referenced condominium association.

Q. What are my voting rights in the condominium association?

A. **The voting rights are divided equally; 1 unit = 1 vote.**

Q. What restrictions exist in the condominium documents on my right to use my unit?

A. **No homeowner is allowed to keep a domestic pet in his or her home, either temporarily or permanently without the prior written permission of the board. Under no circumstances will any dog whose breed is noted for its viciousness or ill temper, in particular, "Pit Bull," Mastiff, Rottweiler, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the condominium property.**

See Article of the Declaration of Condominium for a full list of use restrictions.

Q. What restrictions exist in the condominium documents on the leasing of my unit?

A. **No home shall be leased without the prior written approval of the association. The association must be notified of the occupancy of all guests.**

See Article of the Declaration of Condominium for a full list of use restrictions.

Q. What are the maintenance fees for January 1, 2011, to December 31, 2011, and how often are they paid?

A. **The maintenance fees are paid quarterly on the first day of the quarter. The quarterly fees for 2014 are \$1,050.00 per quarter.**

Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A. **Contact Melrose Management Partnership for information regarding River Hall Country Club Master Association, Town Hall Amentiy Center Association, and River Hall Community Development District**

Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities?

A. **No.**

Q. Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A. **No.**

The statements contained herein are only summary in nature. Any person entering into a contract should refer to the recorded condominium documents.

ASHTON OAKS AT RIVER HALL

Balance Sheet

As of 12/31/13

Account	Description	Operating	Reserves	Other	Totals
Assets					
Bank Accounts					
107	CNL Operating 9322	34,090.95			34,090.95
108	CNL Working Capital 3734	9,121.86			9,121.86
109	CNL Reserve 3726		194,737.91		194,737.91
110	CNL Contingency 3742			6,343.92	6,343.92
120	Accounts Receivable	21,114.41			21,114.41
125	Allowance for Doubtful Accts	(3,523.47)			(3,523.47)
		<u>60,803.75</u>	<u>194,737.91</u>	<u>6,343.92</u>	<u>261,885.58</u>
Other Assests					
111	Due to/from Contingency	4,041.34			4,041.34
112	Due to/from Operating			(4,041.34)	(4,041.34)
113	Due from Working Capital			2,482.00	2,482.00
122	Prepaid Insurance	6,625.08			6,625.08
123	Prepaid Expenses	1,088.00			1,088.00
		<u>11,754.42</u>	<u>.00</u>	<u>(1,559.34)</u>	<u>10,195.08</u>
		<u>72,558.17</u>	<u>194,737.91</u>	<u>4,784.58</u>	<u>272,080.66</u>
		=====	=====	=====	=====
Liabilities & Equity					
Current Liabilities:					
207	Prepaid Assessments	17,780.00			17,780.00
210	Accounts Payable	9,405.00			9,405.00
213	Due to Conting. from WC	2,482.00			2,482.00
215	Due to Premium Assignment	5,350.80			5,350.80
241	Accrued Payables - Contingency			8,037.74	8,037.74
250	Accrued Payables - Reserves		802.00		802.00
		<u>35,017.80</u>	<u>802.00</u>	<u>8,037.74</u>	<u>43,857.54</u>

ASHTON OAKS AT RIVER HALL
 Balance Sheet
 As of 12/31/13

Account	Description	Operating	Reserves	Other	Totals
Reserve Funds					
301	Reserves-Bldg Paint/Exterior		96,347.10		96,347.10
302	Reserve-Monument/Wall		2,913.30		2,913.30
303	Reserve - Pool		11,240.01		11,240.01
304	Reserve - Roads		30,687.48		30,687.48
305	Reserves - Roof		52,246.36		52,246.36
309	Unallocated Reserve Interest		501.66		501.66
		.00	193,935.91	.00	193,935.91
Equity:					
310	Working Capital	2,973.04			2,973.04
350	Owners Equity	21,479.51			21,479.51
	Current Year Net Income/(Loss)	13,087.82	.00	(3,253.16)	9,834.66
	Subtotal Equity	37,540.37	.00	(3,253.16)	34,287.21
	Total Liabilities & Equity	72,558.17	194,737.91	4,784.58	272,080.66
		=====	=====	=====	=====

ASHTON OAKS AT RIVER HALL

Income/Expense Statement

Period: 12/01/13 to 12/31/13

Account	Description	Actual	Current Period		Actual	Year-To-Date		Yearly Budget
			Budget	Variance		Budget	Variance	
Income								
00410	Operating Assessments	13,608.33	13,501.67	106.66	163,342.74	162,020.00	1,322.74	162,020.00
00411	Collection Fee	(150.00)	.00	(150.00)	75.00	.00	75.00	.00
00420	Reserve Assessment	3,708.33	3,708.37	(.04)	44,499.96	44,500.00	(.04)	44,500.00
00460	Postage Fee Income	(18.33)	.00	(18.33)	6.11	.00	6.11	.00
00470	Late Fee Income	197.77	.00	197.77	1,564.65	.00	1,564.65	.00
00481	Application Fees	.00	.00	.00	750.00	.00	750.00	.00
00496	Interest Inc - Operating	1.21	.00	1.21	43.06	.00	43.06	.00
00497	Interest Inc - WC	1.55	.00	1.55	10.82	.00	10.82	.00
00498	Interest - Reserves	65.52	.00	65.52	501.66	.00	501.66	.00
	Subtotal Income	17,414.38	17,210.04	204.34	210,794.00	206,520.00	4,274.00	206,520.00
Expenses								
Administrative Expenses								
00500	Accounting Fees	.00	66.63	66.63	425.00	800.00	375.00	800.00
00502	Bank Charges	.00	8.37	8.37	18.00	100.00	82.00	100.00
00505	Administrative Expense	210.35	.00	(210.35)	1,339.77	.00	(1,339.77)	.00
00507	Collection Fee Expense	225.00	.00	(225.00)	225.00	.00	(225.00)	.00
00510	Corporate Fees	.00	8.37	8.37	35.00	100.00	65.00	100.00
00520	Management Fees	600.00	770.00	170.00	8,445.00	9,240.00	795.00	9,240.00
00535	Bad Debt Expense	333.37	333.37	.00	4,000.00	4,000.00	.00	4,000.00
	Administrative Expenses	1,368.72	1,186.74	(181.98)	14,487.77	14,240.00	(247.77)	14,240.00
Insurance								
00550	Insurance Expense	1,987.51	2,576.63	589.12	22,709.93	30,920.00	8,210.07	30,920.00
00555	Insurance Expense Common	220.84	283.37	62.53	2,033.44	3,400.00	1,366.56	3,400.00
	Total Insurance	2,208.35	2,860.00	651.65	24,743.37	34,320.00	9,576.63	34,320.00
Maintenance								
00600	Buildings Cleaning	4,295.00	416.63	(3,878.37)	4,345.00	5,000.00	655.00	5,000.00
00605	Cabana Cleaning	195.00	241.63	46.63	2,270.00	2,900.00	630.00	2,900.00
00609	Janitorial Supplies	.00	.00	.00	91.51	.00	(91.51)	.00
00610	Fire Alarm	530.33	530.00	(.33)	15,066.72	6,360.00	(8,706.72)	6,360.00
00611	Fire Alarm Monitoring	79.50	.00	(79.50)	106.00	.00	(106.00)	.00
00612	Fees to Division	.00	33.37	33.37	.00	400.00	400.00	400.00
00614	Fire Alarm Replacement	.00	83.37	83.37	.00	1,000.00	1,000.00	1,000.00
00615	Pest Control Buildings	.00	525.00	525.00	8,245.97	6,300.00	(1,945.97)	6,300.00
00620	Pest Control Common	.00	266.63	266.63	3,200.03	3,200.00	(.03)	3,200.00
00625	Pool Contract	975.00	525.00	(450.00)	9,000.00	6,300.00	(2,700.00)	6,300.00

ASHTON OAKS AT RIVER HALL
 Income/Expense Statement
 Period: 12/01/13 to 12/31/13

Account	Description	Current Period			Year-To-Date			Yearly Budget
		Actual	Budget	Variance	Actual	Budget	Variance	
00627	Pool/Spa Permit	.00	.00	.00	375.25	.00	(375.25)	.00
	Total Maintenance	6,074.83	2,621.63	(3,453.20)	42,700.48	31,460.00	(11,240.48)	31,460.00
Landscaping								
00650	Landscaping Contract	1,700.00	1,800.00	100.00	17,940.57	21,600.00	3,659.43	21,600.00
00655	Landscaping Contract Common	900.00	900.00	.00	10,526.63	10,800.00	273.37	10,800.00
	Total Landscaping	2,600.00	2,700.00	100.00	28,467.20	32,400.00	3,932.80	32,400.00
Utilities								
00700	Electric Expense	218.84	200.00	(18.84)	3,280.10	2,400.00	(880.10)	2,400.00
00710	Pool/Spa Electric	716.55	350.00	(366.55)	4,796.13	4,200.00	(596.13)	4,200.00
00715	Pool/Spa Heating	.00	1,000.00	1,000.00	6,216.98	12,000.00	5,783.02	12,000.00
00730	Water Expense	2,010.16	2,333.37	323.21	25,106.43	28,000.00	2,893.57	28,000.00
00735	Water Expense Common	223.35	250.00	26.65	2,547.30	3,000.00	452.70	3,000.00
00737	Water - Fire Line	59.80	.00	(59.80)	358.80	.00	(358.80)	.00
	Total Utilities	3,228.70	4,133.37	904.67	42,305.74	49,600.00	7,294.26	49,600.00
Reserve Funding								
00901	Reserves: Bldg Paint/Exterior	1,839.34	1,839.37	.03	22,071.97	22,072.00	.03	22,072.00
00902	Reserve: Monument Wall	55.61	55.57	(.04)	667.43	667.50	.07	667.50
00903	Reserve: Pool	229.92	229.88	(.04)	2,759.04	2,759.00	(.04)	2,759.00
00904	Reserve: Roads	585.92	585.88	(.04)	7,031.04	7,031.00	(.04)	7,031.00
00905	Reserve: Roof	997.54	997.56	.02	11,970.48	11,970.50	.02	11,970.50
00909	Reserve Interest	65.52	.00	(65.52)	501.66	.00	(501.66)	.00
	Reserve Funding	3,773.85	3,708.26	(65.59)	45,001.62	44,500.00	(501.62)	44,500.00
	Total Expenses	19,254.45	17,210.00	(2,044.45)	197,706.18	206,520.00	8,813.82	206,520.00
	Net Ordinary Income/(Loss)	(1,840.07)	.04	(1,840.11)	13,087.82	.00	13,087.82	.00

ASHTON OAKS AT RIVER HALL
 Income/Expense Statement
 Period: 12/01/13 to 12/31/13

Account	Description	Actual	Current Period		Actual	Year-To-Date		Yearly Budget
			Budget	Variance		Budget	Variance	
Contingency Income								
00450	Contingency Income	2,283.34	2,283.34	.00	27,400.02	27,400.00	.02	27,400.00
00499	Interest Inc - Contingency	1.20	.00	1.20	7.79	.00	7.79	.00
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	Total Contingency Income	2,284.54	2,283.34	1.20	27,407.81	27,400.00	7.81	27,400.00
Contingency Expenses								
00800	Contingency	.00	416.63	416.63	.00	5,000.00	5,000.00	5,000.00
00810	Buildings R&M	196.00	833.37	637.37	6,812.70	10,000.00	3,187.30	10,000.00
00815	Cabana R&M	1,541.74	250.00	(1,291.74)	3,272.80	3,000.00	(272.80)	3,000.00
00820	Hog Removal	.00	12.50	12.50	.00	150.00	150.00	150.00
00822	Hog Removal Common	.00	4.13	4.13	.00	50.00	50.00	50.00
00825	Irrigation Repairs	.00	50.00	50.00	989.18	600.00	(389.18)	600.00
00827	Irrigation Repairs Common	.00	16.63	16.63	385.47	200.00	(185.47)	200.00
00830	Landscaping - Mulch	5,395.39	275.00	(5,120.39)	5,395.39	3,300.00	(2,095.39)	3,300.00
00832	Landscaping - Mulch Common	1,611.61	83.37	(1,528.24)	1,611.61	1,000.00	(611.61)	1,000.00
00835	Landscaping-Replacement	(1,862.03)	183.37	2,045.40	763.14	2,200.00	1,436.86	2,200.00
00837	Landscaping-Replacement Commo	(494.97)	50.00	544.97	202.86	600.00	397.14	600.00
00840	Legal Fees	3,310.62	83.37	(3,227.25)	3,310.62	1,000.00	(2,310.62)	1,000.00
00845	Pool/Spa Repairs	275.00	25.00	(250.00)	7,917.20	300.00	(7,617.20)	300.00
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	Total Contingency Expenses	9,973.36	2,283.37	(7,689.99)	30,660.97	27,400.00	(3,260.97)	27,400.00
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	Contingency Income/(Loss)	(7,688.82)	(.03)	(7,688.79)	(3,253.16)	.00	(3,253.16)	.00
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	Current Year Income/(Loss)	(9,528.89)	.01	(9,528.90)	9,834.66	.00	9,834.66	.00
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ASHTON OAKS AT RIVER HALL
Income/Expense Statement

Actual spreadsheet Start date: 01/01/13 Cutoff date: 12/31/13

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
Income													
00410 Operating Assessments	.00	.00	.00	.00	84,555.31	(6,316.66)	17,062.41	13,608.34	13,608.33	13,608.34	13,608.34	13,608.33	163,342.74
00411 Collection Fee	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	225.00	(150.00)	75.00
00420 Reserve Assessment	.00	.00	.00	.00	18,529.08	3,700.00	3,729.23	3,708.33	3,708.33	3,708.33	3,708.33	3,708.33	44,499.96
00460 Postage Fee Income	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	24.44	(18.33)	6.11
00470 Late Fee Income	.00	.00	.00	.00	299.24	30.00	.00	.00	483.54	238.82	315.28	197.77	1,564.65
00481 Application Fees	.00	.00	.00	.00	250.00	.00	400.00	.00	.00	100.00	.00	.00	750.00
00496 Interest Inc - Operating	.00	.00	.00	.00	.00	.00	36.39	1.14	.37	1.96	1.99	1.21	43.06
00497 Interest Inc - WC	.00	.00	.00	.00	.00	.42	2.18	2.13	1.49	1.55	1.50	1.55	10.82
00498 Interest - Reserves	.00	.00	.00	.00	52.53	13.83	73.11	75.53	74.57	78.74	67.83	65.52	501.66
Subtotal Income	.00	.00	.00	.00	103,686.16	(2,572.41)	21,303.32	17,395.47	17,876.63	17,737.74	17,952.71	17,414.38	210,794.00
Expenses													
Administrative Expenses													
00500 Accounting Fees	.00	.00	.00	.00	425.00	.00	.00	.00	.00	.00	.00	.00	425.00
00502 Bank Charges	.00	.00	.00	.00	.00	18.00	.00	.00	.00	.00	.00	.00	18.00
00505 Administrative Expense	.00	.00	.00	.00	43.68	.00	483.93	50.00	110.55	316.67	124.59	210.35	1,339.77
00507 Collection Fee Expense	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	225.00	225.00
00510 Corporate Fees	.00	.00	.00	.00	.00	.00	.00	35.00	.00	.00	.00	.00	35.00
00520 Management Fees	.00	.00	.00	.00	3,850.00	995.00	600.00	600.00	600.00	600.00	600.00	600.00	8,445.00
00530 Reserve Study	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
00535 Bad Debt Expense	.00	.00	.00	.00	.00	.00	2,333.31	333.33	333.33	333.33	333.33	333.37	4,000.00
Administrative Expenses	.00	.00	.00	.00	4,318.68	1,013.00	3,417.24	1,018.33	1,043.88	1,250.00	1,057.92	1,368.72	14,487.77
Insurance													
00550 Insurance Expense	.00	.00	.00	.00	9,345.25	2,740.95	508.14	1,943.05	1,943.02	1,943.02	2,298.99	1,987.51	22,709.93

ASHTON OAKS AT RIVER HALL
 Income/Expense Statement

Actual spreadsheet Start date: 01/01/13 Cutoff date: 12/31/13

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
00555 Insurance Expense Common	.00	.00	.00	.00	853.02	.00	56.46	215.90	215.89	215.89	255.44	220.84	2,033.44
Total Insurance	.00	.00	.00	.00	10,198.27	2,740.95	564.60	2,158.95	2,158.91	2,158.91	2,554.43	2,208.35	24,743.37
Maintenance													
00600 Buildings Cleaning	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	50.00	4,295.00	4,345.00
00605 Cabana Cleaning	.00	.00	.00	.00	940.00	160.00	195.00	195.00	195.00	195.00	195.00	195.00	2,270.00
00609 Janitorial Supplies	.00	.00	.00	.00	.00	.00	65.30	.00	.00	.00	26.21	.00	91.51
00610 Fire Alarm	.00	.00	.00	.00	8,456.74	.00	2,132.83	530.33	1,180.33	1,705.83	530.33	530.33	15,066.72
00611 Fire Alarm Monitoring	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	26.50	79.50	106.00
00615 Pest Control Buildings	.00	.00	.00	.00	4,924.00	.00	463.01	781.33	540.63	25.00	1,512.00	.00	8,245.97
00620 Pest Control Common	.00	.00	.00	.00	.00	.00	1,866.69	266.67	266.67	.00	800.00	.00	3,200.03
00625 Pool Contract	.00	.00	.00	.00	2,625.00	525.00	975.00	975.00	975.00	975.00	975.00	975.00	9,000.00
00627 Pool/Spa Permit	.00	.00	.00	.00	375.25	.00	.00	.00	.00	.00	.00	.00	375.25
Total Maintenance	.00	.00	.00	.00	17,320.99	685.00	5,697.83	2,748.33	3,157.63	2,900.83	4,115.04	6,074.83	42,700.48
Landscaping													
00650 Landscaping Contract	.00	.00	.00	.00	3,404.50	1,430.00	4,272.73	1,800.00	1,800.00	1,800.00	1,733.34	1,700.00	17,940.57
00655 Landscaping Contract Common	.00	.00	.00	.00	2,785.50	1,170.00	2,104.47	900.00	900.00	900.00	866.66	900.00	10,526.63
Total Landscaping	.00	.00	.00	.00	6,190.00	2,600.00	6,377.20	2,700.00	2,700.00	2,700.00	2,600.00	2,600.00	28,467.20
Utilities													
00700 Electric Expense	.00	.00	.00	.00	1,189.84	722.76	413.64	57.15	229.22	233.40	215.25	218.84	3,280.10
00710 Pool/Spa Electric	.00	.00	.00	.00	1,742.42	.00	632.06	381.58	331.61	398.97	592.94	716.55	4,796.13
00715 Pool/Spa Heating	.00	.00	.00	.00	6,216.98	.00	.00	.00	.00	.00	.00	.00	6,216.98
00730 Water Expense	.00	.00	.00	.00	12,441.18	2,510.57	1,888.56	1,612.28	1,519.92	1,532.87	1,590.89	2,010.16	25,106.43
00735 Water Expense Common	.00	.00	.00	.00	1,419.00	.00	209.84	179.14	168.88	170.32	176.77	223.35	2,547.30

ASHTON OAKS AT RIVER HALL
 Income/Expense Statement

Actual spreadsheet Start date: 01/01/13 Cutoff date: 12/31/13

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
00737 Water - Fire Line	.00	.00	.00	.00	.00	.00	59.80	59.80	59.80	59.80	59.80	59.80	358.80
Total Utilities	.00	.00	.00	.00	23,009.42	3,233.33	3,203.90	2,289.95	2,309.43	2,395.36	2,635.65	3,228.70	42,305.74
Reserve Funding													
00901 Reserves: Bldg Paint/Exterior	.00	.00	.00	.00	9,184.49	1,835.20	1,855.62	1,839.33	1,839.33	1,839.33	1,839.33	1,839.34	22,071.97
00902 Reserve: Monument Wall	.00	.00	.00	.00	278.12	55.50	55.72	55.62	55.62	55.62	55.62	55.61	667.43
00903 Reserve: Pool	.00	.00	.00	.00	1,149.48	229.40	230.56	229.92	229.92	229.92	229.92	229.92	2,759.04
00904 Reserve: Roads	.00	.00	.00	.00	2,929.49	584.60	587.35	585.92	585.92	585.92	585.92	585.92	7,031.04
00905 Reserve: Roof	.00	.00	.00	.00	4,987.50	995.30	999.98	997.54	997.54	997.54	997.54	997.54	11,970.48
00909 Reserve Interest	.00	.00	.00	.00	52.53	13.83	73.11	75.53	74.57	78.74	67.83	65.52	501.66
Reserve Funding	.00	.00	.00	.00	18,581.61	3,713.83	3,802.34	3,783.86	3,782.90	3,787.07	3,776.16	3,773.85	45,001.62
Total Expenses	.00	.00	.00	.00	79,618.97	13,986.11	23,063.11	14,699.42	15,152.75	15,192.17	16,739.20	19,254.45	197,706.18
Net Ordinary Income/(Loss)	.00	.00	.00	.00	24,067.19	(16,558.52)	(1,759.79)	2,696.05	2,723.88	2,545.57	1,213.51	(1,840.07)	13,087.82
Contingency Income													
00450 Contingency Income	.00	.00	.00	.00	13,083.30	2,616.66	283.39	2,283.33	2,283.34	2,283.33	2,283.33	2,283.34	27,400.02
00499 Interest Inc - Contingency	.00	.00	.00	.00	.00	.28	1.47	1.35	1.14	1.18	1.17	1.20	7.79
Total Contingency Income	.00	.00	.00	.00	13,083.30	2,616.94	284.86	2,284.68	2,284.48	2,284.51	2,284.50	2,284.54	27,407.81
Contingency Expenses													

ASHTON OAKS AT RIVER HALL
 Income/Expense Statement

Actual spreadsheet Start date: 01/01/13 Cutoff date: 12/31/13

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	Total
00800 Contingency	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
00810 Buildings R&M	.00	.00	.00	.00	4,235.00	.00	1,205.00	.00	.00	382.00	794.70	196.00	6,812.70
00815 Cabana R&M	.00	.00	.00	.00	174.00	.00	.00	.00	.00	.00	1,557.06	1,541.74	3,272.80
00820 Hog Removal	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
00822 Hog Removal Common	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
00825 Irrigation Repairs	.00	.00	.00	.00	119.75	143.50	229.50	(14.51)	.00	285.94	225.00	.00	989.18
00827 Irrigation Repairs Common	.00	.00	.00	.00	.00	143.50	76.50	(4.84)	.00	95.31	75.00	.00	385.47
00830 Landscaping - Mulch	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	5,395.39	5,395.39
00832 Landscaping - Mulch Common	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,611.61	1,611.61
00835 Landscaping-Replacement	.00	.00	.00	.00	.00	.00	.00	.00	.00	763.14	1,862.03	(1,862.03)	763.14
00837 Landscaping-Replacement Common	.00	.00	.00	.00	.00	.00	.00	.00	.00	202.86	494.97	(494.97)	202.86
00840 Legal Fees	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	3,310.62	3,310.62
00845 Pool/Spa Repairs	.00	.00	.00	.00	2,201.93	2,882.00	106.69	870.00	1,272.91	81.00	227.67	275.00	7,917.20
Total Contingency Expenses	.00	.00	.00	.00	6,730.68	3,169.00	1,617.69	850.65	1,272.91	1,810.25	5,236.43	9,973.36	30,660.97
Contingency Income/(Loss)	.00	.00	.00	.00	6,352.62	(552.06)	(1,332.83)	1,434.03	1,011.57	474.26	(2,951.93)	(7,688.82)	(3,253.16)
Current Year Income/(Loss)	.00	.00	.00	.00	30,419.81	(17,110.58)	(3,092.62)	4,130.08	3,735.45	3,019.83	(1,738.42)	(9,528.89)	9,834.66

BUDGET DATA INPUT SHEET		ASHTON OAKS AT RIVER HALL						
#UNITS	60							
Each \$1k of spend per door	\$ 16.67							
	2013 BUDGET	AS OF 8/31/2013	ESTIMATED 4 MONTHS 2013	ESTIMATED YEAR END 2013	BUDGET 2014			
INCOME								
Operating Assessments	162,020	108,909	53,111	162,020	148,050			
Contingency Assessments	27,400	18,267	9,133	27,400	42,950			
Reserve Assessments	44,500	29,667	14,833	44,500	61,000	Per Reserve Study		
Late Fee Income	0	329	165	494	0			
Application Fees	0	650	325	975	0			
Interest Inc - Operating	0	38	19	56	0			
Interest Inc - WC	0	5	2	7	0			
Interest Inc - Reserves	0	215	108	323	0			
TOTAL INCOME	233,920	158,079	77,696	235,775	252,000			
EXPENSES								
Administrative								
Accounting Fees	800	425	213	638	4,000	Audit?		
Bank Charges	100	18	9	27	0	bank charges - merchant bank		
Administrative	0	578	289	866	1,000			
Corporate Fees	100	35	18	53	62	Annual Report \$61.25		
Management Fees	9,240	6,045	3,023	9,068	7,200	\$600/month		
Bad Debt Expense	4,000	2,667	1,333	4,000	4,000			
Insurance								
Insurance Expense	30,920	14,537	14,464	29,001	29,000	BASED ON CURRENT PREMIUMS		
Insurance Expense Common	3,400	1,125	1,120	2,245	2,500	BASED ON CURRENT PREMIUMS		
Maintenance								
Buildings Cleaning	5,000	0	0	0	3,000	buildings need to be cleaned this year		
Cabana Cleaning	2,900	1,490	745	2,235	2,340	\$195/month		
Janitorial Supplies	0	65	33	98	300			
Fire Alarm	6,360	11,120	2,121	13,241	6,364	\$530.33/month		
Fees to Division	400	0	240	240	240	\$4/door		
Pest Control Buildings	6,300	6,168	3,084	9,253	5,400	\$8100, includes termite control 2014 three buildings a year.		
Pest Control Common	3,200	2,133	1,067	3,200	2,800	\$8100		
Pool Contract	6,300	5,100	2,550	7,650	11,700	\$975/month		
Pool/Spa Permit	0	375	0	375	375			
Landscaping								
Landscaping Contract	21,600	10,907	5,454	16,361	21,600	\$1800/month		
Landscaping Contract Common	10,800	6,960	3,480	10,440	10,800	\$900/month		
Utilities								
Electric Expense	2,400	2,383	1,192	3,575	3,989			
Pool/Spa Electric	4,200	2,756	1,378	4,134	4,200			
Pool/Spa Heating	12,000	6,217	3,108	9,325	5,000			
Water Expense	28,000	18,453	9,226	27,679	28,000			
Water Expense Common	3,000	1,808	904	2,712	3,000			
Water - Fire Line	0	120	60	179	180	\$15/month		
Contingency Expenses								
Contingency	5,000	0	0	0	5,000			
Buildings R&M	10,000	5,440	2,720	8,160	6,000			
Cabana R&M	3,000	174	87	261	500			
Hog Removal	150	0	0	0	0			
Hog Removal - Common	50	0	0	0	0			
Irrigation Repairs	600	478	239	717	600			
Irrigation Repairs - Common	200	215	108	323	300			
Landscaping - Mulch	3,300	0	0	0	1,650			
Landscaping - Mulch Common	1,000	0	0	0	500			
Landscaping - Replacement	2,200	0	0	0	1,100			
Landscaping - Rplcmt Common	600	0	0	0	300			
Legal Fees	1,000	0	0	0	20,000	potential lawsuit with developer		
Fire Alarm Repairs	0	0	0	0	5,000			
Pool/Spa Repairs	300	6,061	0	6,061	2,000			
TOTAL OPERATING EXPENSES	188,420	113,854	58,263	172,117	200,000			
Reserves	44,500	29,667	14,833	44,500	52,000			
Reserve Interest	0	215	108	323	0			
TOTAL COMMON EXPENSES	232,920	143,736	73,204	216,940	252,000			
Net Profit/(Loss)	1,000	14,344	4,492	18,835	0			
	ASSESSMENTS	ANNUALLY	QUARTERLY					
	OPERATING	\$2,467.50	\$616.87					
	CONTINGENCY	\$715.83	\$178.96					
	RESERVE	\$1,016.67	\$254.17					
	TOTAL:	\$4,200.00	\$1,050.00					
	2013 Figures For Ref Assessment	ANNUALLY \$3,920.00	QUARTERLY \$980.00					

ASHTON OAKS AT RIVER HALL
Budget Reserves For Capital Expenditure And Deferred Maintenance
January 1, 2014 through December 31, 2014

SEE RESERVE STUDY

1/10/2014	Estimated Life When New (Years)	Estimated Replacement Cost	2014 Estimated Remaining Life (Years)	8/31/2013 Current Reserve Balance	Add'l Reserve Funding 12/31/2013	Estimated Reserve Balance 1/1/2014	Additional Reserves Required	Annual Funding Required In 2014	Board Approved Funding 2014	Quarterly Funding Required In 2014
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WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

ASHTON OAKS AT RIVER HALL
Proposed Budget Reserve & Assessment Schedule
Period January 1, 2014 through December 31, 2014

1/10/2014

		ANNUALLY		QUARTERLY
OPERATING ASSESSMENT	\$	2,467.50	\$	616.87
CONTINGENCY ASSESSMENT	\$	715.83	\$	178.96
RESERVE ASSESSMENT	\$	1,016.67	\$	254.17
TOTAL:	\$	4,200.00	\$	1,050.00

2013 Figures For Reference

Assessment

		ANNUALLY		QUARTERLY
	\$	3,920.00	\$	980.00

Date of budget	01-Oct-03		
Financials as at date	8/31/2013		
Months included	8	Ratio	0.5
Months to be calculated	4		
Units	60		
Association Name	ASHTON OAKS AT RIVER HALL		

**APPLICATION FOR APPROVAL TO PURCHASE
ASHTON OAKS AT RIVER HALL CONDOMINIUM ASSOCIATION, INC**

c/o Sterling Property Services, 27180 Bay Landing Drive, Suite 4
Bonita Springs, FL 34135
Phone: 239-947-4552 Fax: 239-495-1518
E-mail: info@sterlingpropertyfl.com

Current Property Owner: _____

Property Address: _____

I (We) hereby apply for approval to purchase the above unit and for membership in the Ashton Oaks at River Hall Condominium Association.

I am purchasing this unit with the intention to reside here on a full-time basis; reside here part-time; lease the unit. **Please check the box that applies.** I (we) will provide the Association with a copy of our recorded deed within ten days after closing.

In order to facilitate consideration of this application I (we) represent that any falsification or misrepresentation of the facts in this application will justify its automatic rejection. I (we) consent to your further inquiry concerning this application, particularly of the reference given below.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

1. Full name(s) of Applicant: _____

Date of Birth: _____ SS# _____

Full name(s) of Applicant: _____

Date of Birth: _____ SS# _____

2. Mailing address: _____

3. Contact Phone: _____

4. Alternate Address: _____

5. Alternate Phone: _____

6. The covenants for the above referenced Association provide an obligation of unit owners that all units are for single family residence use only. Please state the name, relationship, age and occupation of all other persons who will be occupying the unit:

Name	Relationship	Age	Occupation

DO YOU OWN ANY PETS ? YES **NO**

If YES, how many and what kind? _____

7. Person to be contacted in case of emergency: _____

Address: _____

Phone number: _____

8. I am aware of and agree to abide by the Declaration of Covenants and Restrictions, the Articles of Incorporation, Bylaws and any and all properly promulgated Rules and Regulations in effect within the terms of my occupancy (or ownership). I acknowledge all of these documents are recorded in the public records of the Lee County Courthouse.

9. I understand, agree and authorize that the association or its agents, in the event an approved lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions to the Declaration of Covenants and Restrictions, the Association's Bylaws, the Florida Condominium Act, and the Rules and Regulations of the Association.

10. I agree to pay a \$100.00 non-refundable fee in connection with the sale, to cover administrative expenses regarding the approval process plus an additional \$60 for each applicant, to cover a criminal background check and credit check. Checks to be made payable to Ashton Oaks at River Hall and attach a copy of the fully executed purchase agreement.

 Applicant Signature

 Date

 Applicant Signature

 Date

TO BE COMPLETED BY A BOARD MEMBER OR PROPERTY MANAGER:

[] Application Approved

[] Application Not Approved

BY: _____
 Name & Signature

 Date

a percentage of the New Total Tax equal to that Home Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Home and its appurtenant percentage interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Home and its appurtenant percentage interest in Common Elements.

16.2. Personal Property Taxes.

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Neighborhood Common Expense in the Budget of the Association.

17. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

17.1. Single-Family Use.

The Homes shall be used for single-family residences only. No separate part of a Home may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Homes; provided, however, a Home Owner may use a room within a Home as an office for conducting personal business if such personal business does not require contact at the Home with customers or clientele of the Home Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Home. Any such personal office use shall not be deemed a commercial activity in violation of this Paragraph 17.1. Such personal business use must, nonetheless comply with any applicable governmental regulation.

17.2 Conveyances, Transfer and Encumbrances of Homes

17.2.1 Conveyances. In order to insure a community of congenial residents and thus protect the value of the Homes, the sale or exchange of a Home by any Home Owner other than Developer shall be subject to the following provisions so long as the Condominium exists:

(i) Any Home Owner who enters into an agreement to sell his or her Home (for purposes of this Paragraph 17.2, "Seller"), shall within ten (10) days after the execution of such agreement furnish to the Association written notice of the name or names and residence addresses of the proposed purchaser or purchasers, together with a copy of the said purchase agreement. The Seller shall also furnish the Association with such other information as the Association may reasonably require. Notice shall not be deemed to be given if it is erroneous in any material aspect.

(ii) Upon receipt by the Association of that required in subparagraph (i) of this subparagraph 17.2.1, the Association shall have twenty (20) days from receipt to approve or disapprove the proposed purchaser. If the Association disapproves the proposed purchaser (i) due to the proposed purchaser's credit history; (ii) due to information provided in any application required to be completed as part of the approval process which may violate the terms of this Declaration; or (iii) due to information provided by a prior landlord or homeowners association that is unfavorable, the Home Owner may not sell his or her Home to said purchaser. If the Association disapproved the proposed purchaser for any other reason, the Association shall, within thirty (30) days after the Association received notice from the Seller of the proposed sale, furnish Seller with an approved purchaser who will accept terms of sale as favorable to Seller as those terms initially set forth in the notice to the Association by Seller. In the event that the Association does not furnish to Seller a substitute purchaser in the manner provided above, Seller shall be free to sell his or her Home to the purchaser initially proposed by Seller, and the Association shall provide said purchaser with a certificate of approval. Any approval by the Association shall be in recordable form and delivered by the Association to the purchaser, and except as otherwise provided herein, no sale of any Home shall be valid without such approval.

(iii) Every purchaser who acquires any interest in a Home shall acquire the same subject to the Act.

(iv) The Board of Directors of the Association shall have the right and power to establish and assess a reasonable "transfer fee" as provided by Section 718.112(2)(i) of the Act, to be paid by the transferor (other than the Developer) of a Home as a condition precedent to the validity of the transfer.

17.2.2 Deceased Owners.

(i) If a Home Owner should die and the title to his or her Home shall pass to his or her surviving spouse or to any immediate member of his or her family, such successor in title shall fully succeed to the ownership, rights, duties and obligations of the Home Owner, the provisions of subparagraph (i) of subparagraph 17.2.1 hereinabove notwithstanding.

(ii) (a) If title to the Home of a deceased Home Owner shall pass to any person other than a person or persons designated in subparagraph (i) above, then such person shall give the Association the notice required in subparagraph 17.2.1 of this Declaration. Within thirty days after receipt of such notice and all information required hereunder, the Association must either approve or disapprove the continuance of such successor in title's ownership of the Home.

(b) If approved, the approval shall be stated in a certificate executed by the President (or a Vice President) of the Association in recordable form, and shall be delivered to the new Home Owner for recording in the Public Records of the County at the expense of the Home Owner.

(c) If the Association shall disapprove the transfer of ownership (i) due to the proposed purchasers' credit history; (ii) due to information provided in any application

required to be completed as part of the approval process which may violate the terms of this Declaration; or (iii) due to information provided by a prior landlord or homeowners association that is unfavorable, the Home Owner may not transfer ownership to such successor in title. If the Association disapproves of such successor in title for any other reason, the Home Owner shall be advised of the disapproval in writing within thirty (30) days after the Association's receipt of the notice and all information required hereunder; in such event, within forty-five (45) days after receipt from the Home Owner of the notice and information required to be furnished hereunder, the Association shall deliver or mail by certified mail to the Home Owner, an agreement to purchase ("approved contract") by a purchaser (which may be the Association or any other person or legal entity) approved by the Association, who will purchase, and to whom the Home Owner must sell the Home upon the following terms:

i. The sale price shall be the fair market value of the Home determined by agreement between the seller and purchaser within twenty (20) days from the delivery or mailing by the Association of the approved contract. In the absence of such agreement, the sale price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Home; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

ii. The purchase price shall be paid in U.S. cash.

iii. The sale shall close within forty-five (45) days following the determination of the sale price. A certificate of the Association approving the purchaser, executed by its President (or a Vice President), in recordable form, shall be recorded in the Public Records of the County at the expense of the purchaser.

iv. The approved contract must be executed by the Home Owner and returned to the Association within ten (10) days after the Home Owner receives said approved contract.

v. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default under the approved contract, then notwithstanding the disapproval or default, such ownership of the Home Owner shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of the County at the expense of the Home Owner.

(iii) Nothing in this Paragraph 17.2.2 shall be deemed to reduce, forgive or abate any amounts due the Association from the Home Owner at the time of his or her death, nor the Assessments attributable to the Home becoming due after the Home Owner's death.

17.2.3 Liens.

(i) **Protection of Property.** All liens against a Home other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Home shall be paid before they become delinquent.

(ii) **Notice of Lien.** A Home Owner shall give notice to the Association of every lien against his or her Home other than mortgages, taxes, and special assessments within five (5) days after the lien has attached.

(iii) **Notice of Suit.** Every Home Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his or her Home, such notice to be given within five (5) days after the Home Owner receives actual notice thereof.

(iv) **Failure of Compliance.** Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

17.2.4 Rights of Institutional Mortgagees. The provisions of this Paragraph 17.2 shall in no way be construed as affecting the rights of an Institutional Mortgagee owning a recorded institutional first mortgage on any Home and the rights hereinabove set forth shall remain subordinate to any such institutional first mortgage. Further, the provisions of this Paragraph 17.2 shall not be applicable to purchasers at foreclosure or other judicial sales of Institutional Mortgagees, or to transfers to Institutional Mortgagees or to Developer.

17.2.5. Unauthorized Transaction. Any sale which is not authorized pursuant to the terms of this Declaration shall be voidable by the Association unless subsequently approved by the Association, which approval shall be in the form specified in subparagraph (ii) of subparagraph 17.2.1 hereinabove.

17.2.6. Remedies for Violation. Each Home Owner shall be governed by and shall comply with the Act and all of the Neighborhood Documents, Community Association Documents and Amenities Center Documents as such Neighborhood Documents, Community Association Documents and Amenities Center Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Home Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Neighborhood Documents, Community Association Documents and Amenities Center Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Home Owner to comply with the terms of the Neighborhood Documents, Community Association Documents and Amenities Center Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Home Owner's or other party's failure to comply with covenants or restrictions contained herein or in any of the other Neighborhood Documents, Community Association Documents and Amenities Center Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in

no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Neighborhood Documents, Community Association Documents and Amenities Center Documents.

17.3. Leases

17.3.1 Terms. A Home shall not be leased more than three (3) times per year and no Home may be leased for a period of less than thirty (30) consecutive days. All leases must be in writing and a copy of the fully executed lease must be delivered by the Home Owner to the secretary of the Association within five (5) days of the full execution of such lease and must be approved by the Association prior to commencement of the lease. No portion of a Home (other than an entire Home) may be rented. All lessees are subject to the Neighborhood Documents, Community Association Documents and Amenities Center Documents. A Home owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and their families, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Neighborhood Documents.

17.3.2 Lease Provisions. All leases shall provide that all lessees, their family members, guests and invitees, are subject to the terms and conditions of the Neighborhood Documents, Community Association Documents and Amenities Center Documents. All leases shall further provide that the Association shall have the right to terminate a lease upon failure by the lessee, or said lessee's family members, guests and invitees, to observe any of the provisions of the Neighborhood Documents, Community Association Documents and Amenities Center Documents, including, but not limited to, the rules and regulations promulgated by the Association.

17.3.3 Damage Deposit. Lessees of Homes shall be required to place in escrow with the Association an amount equal to one (1) months rent which may be used by the Association to repair or replace any portion of the Common Elements damaged due to the acts or omissions of the Home Owner's lessee or such lessee's family member, guest or invitee, as determined in the sole discretion of the Association. The Home Owner and the lessee shall be jointly and severally liable to the Association for any amount which is required by the Association to effect such repair or replacement or to pay any claim for injury or damage to property caused by the negligence of the lessee or lessee's family member, guest or invitee. Any balance remaining in the escrow account shall be returned to the Home Owner within thirty (30) days after the lessee permanently vacates the Home.

17.3.4 Approval Required. No Home shall be leased without the prior written approval of the Association. Guests of Home Owners, i.e., friends or relatives who are non-paying guests and who are not using the Home in a transient manner, do not require Association approval. The Association, however, must be notified of the guests' occupancy. A Home Owner may allow a guest or guests to occupy his or her Home in his or her absence.

17.3.5 Notice. The Home Owner intending to lease his or her Home shall give to the Association notice of such intention, together with the name and address of the intended lessee and such other information as the Association shall reasonably require. Notice shall not be deemed to be given if it is erroneous in any material aspect. As part of the information to be provided, the

Association shall be entitled, in its sole discretion, to interview the intended lessee at the principal office of the Association. Within ten (10) days after receipt of such notice and all information required hereunder, the Association must either approve or disapprove the proposed lease, in the Association's reasonable discretion.

17.3.6 Approval. If the proposed lease is approved, the approval shall be stated in a certificate executed by the President (or a Vice President) of the Association, which certificate shall be delivered to the Home Owner.

17.3.7 Disapproval. If the proposed lease is disapproved, for any reason other than the reason that such proposed tenancy would in some manner violate a provision of the Neighborhood Documents, Community Association Documents or Amenities Center Documents, then the Association shall be obligated to, within the same ten (10) day approval period, furnish the Home Owner with an approved lessee who will accept terms as favorable to the leasing Home Owner as the terms in the disapproved lease. In the event the Association does not or is unable to furnish a substitute lessee, then the Home Owner shall be free to lease his or her Home to the lessee he or she initially proposed, and the Association shall deliver to said Home Owner the certificate described in subparagraph 17.3.6 hereinabove.

17.4 Approval by Community Declarant of Improvements.

As described in Article IV of the Community Declaration, except for work done by or on behalf of Community Declaration, or any affiliate, successor and/or assign, no structure or thing shall be placed, erected, or installed and no improvements or other work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within River Hall Country Club, except in compliance with Article X of the Community Declaration and the Design Review Manual established by Community Declarant. The Community Declaration provides the procedure and method of obtaining Community Declarant approval.

17.5. Nuisance.

A Home Owner shall not permit or suffer anything to be done or kept in his or her Home which will: (i) increase the insurance rates on his or her Home, the Common Elements or any portion of Ashton Oaks at River Hall; (ii) obstruct or interfere with the rights of other Home Owners or the Association; or (iii) annoy other Home Owners by unreasonable noises or otherwise. A Home Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Home, on the Common Elements or any portion of Ashton Oaks at River Hall.

17.6. Signs.

A Home Owner (with the exception of Developer, for so long as Developer is offering Homes for sale in the ordinary course of business) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Ashton Oaks at River Hall, in or upon his or her Home, or in or upon his or her vehicle(s), so as to be visible from the Common Elements, or any public way, except as may be previously and specifically approved in writing by Community Declarant and the Board. As used herein, the phrase "ordinary course of business" shall mean any

method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property as well as any signs in connection with its sales activities.

17.7. Animals.

Except as provided under the rules and regulations promulgated by the Association from time to time and the Community Declaration, a Home Owner and/or resident shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property. No Home Owner is permitted to keep a domestic pet (i.e. dogs, cats and birds) in his or her Home either temporarily or permanently without the prior written permission of the Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Mastiff, Rottweiler, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home or on any Lanai, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Home Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Home Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Home Owners by barking or otherwise, the Home Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Home Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

17.8. Clotheslines.

No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a Home shall be concealed from view from all portions of Ashton Oaks at River Hall.

17.9. Window Décor.

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Home Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. Window tinting is permitted provided that the type and method of tinting is first approved by the Association.

17.10. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of surface water within the Condominium without prior written consent of the Board, the Community Association and Community Declarant.

17.11. Antenna, Aerial and Satellite Dish.

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association and the Community Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. Permissible dishes must be installed on Limited Common Elements and no mounting of hardware or wiring can pierce the Common Elements. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or through the Common Elements of the Condominium Property. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 17.11 shall not apply to Developer or

Community Declarant for so long as Developer holds any Homes for sale in the ordinary course of business. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale.

17.12. Litter.

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property except in proper sized, closed plastic bags for curbside pick up as required or in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board. All containers, dumpsters and other garbage collection facilities shall be stored inside the garage and kept in a clean condition with no noxious or offensive odors emanating therefrom.

17.13. Radio Transmission.

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

17.14. Motor Vehicles; Parking.

Motor homes, trailers, recreational vehicles, boats, campers, and vans or trucks used for commercial purposes shall not be permitted to be parked or stored in or on Ashton Oaks at River Hall unless kept fully enclosed in a garage, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. The Association and the Community Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Home Owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property.

17.15. Garages.

No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space. No individual air conditioning units which are visible from outside the Home shall be permitted in a garage. All garage doors shall remain closed when not in use for ingress and egress. Garages are intended for the primary use of parking and storage of motor vehicles. Home Owners and their lessees and the family members, guests and invitees of such Home Owners and lessees, may not store personal property in a garage and then park motor vehicles in the unassigned parking areas of the Condominium.

17.16. Garage Sales.

No garage sales shall be permitted within the Condominium Property unless approved in writing by the Board.

17.17. Motorized Vehicles.

All powered vehicles capable of exceeding 5 miles per hour are prohibited from use on the Ashton Oaks at River Hall property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Ashton Oaks at River Hall may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

17.18. Flooring.

A Home Owner shall not install any floor covering in the Home other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Home which does not have another Home below it, without the prior written approval of the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If a Home Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Home Owner to remove the alternate floor covering. A Home Owner shall not be permitted to leave the concrete floor slab uncovered, whether or not the Home Owner finishes the concrete slab, including but not limited to painting the concrete slab. Under no circumstances shall a Home Owner be permitted to install carpet on his or her Lanai or exposed entranceway.

17.19. Projections.

No Home Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association and except for such flags as are permitted by the Act.

17.20. Condition of Homes.

Each Home Owner shall keep his or her Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

17.21. Hurricane Season.

Among other acts of God and uncontrollable events, hurricanes have occurred in Florida and therefor the Condominium is exposed to the potential damages of hurricanes, including, but not

limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of Developer. Each Home Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to their departure by removing all furniture, potted plants and other movable objects, if any, from the Lanai and by designating a responsible firm or individual satisfactory to the Association to care for his or her Home should the Home suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Home Owner's expense or they shall be removed. Hurricane shutters shall not be installed (closed) before the issuance of a hurricane watch by the National Hurricane Center encompassing the Ashton Oaks at River Hall location, and shall be removed (opened) no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

The Board shall adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5). The Hurricane Standards will be made available to a Home Owner within five business days after the Board's receipt of a written request for such Hurricane Standards.

17.22. Structural Modifications.

A Home Owner may not make or cause to be made any structural modifications to his or her Home without the Board's and Community Declarant's prior written consent, which consent may be unreasonably withheld.

17.23. Tree Removal.

Developer is using its best efforts to save as many, if any, of the existing trees on the Condominium Property as is possible during the construction of the Condominium. Developer makes no warranty or guarantee to Home Owners that all of the existing trees will survive. Developer is not responsible nor is Developer required to replace or remove the trees in the event that the trees do not survive; any expenses associated therewith shall be a Neighborhood Common Expense. After the construction of the Condominium by Developer, the removal of any landscaping is subject to the approval of Community Declarant and the Board.

17.24. Nearby Construction/Natural Disturbances

The Home Owners may for some time in the future be disturbed by the noise, commotion and other unpleasant effects of nearby construction and/or renovation activity. Because the Condominium is in a community under development, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Home or of any part of the Condominium may block, obstruct, shadow or otherwise affect the view lines of any particular Home or of any part of the Condominium, which may currently be visible from the Home or from the Condominium. Therefore, Home Owners hereby agree to release Developer and every affiliate and person affiliated in any way with Developer from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and

costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against Developer or its affiliates related to the view lines of any particular Home or of any part of the Condominium. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is set forth herein.

17.25. Board's Rule-Making Power.

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Home Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Neighborhood Documents and Community Documents; (ii) apply equally to all lawful Ashton Oaks at River Hall residents without discriminating on the basis of whether a Home is occupied by a Home Owner or his or her lessee; and (iii) in Developer's opinion, for so long as Developer holds any Homes for sale in the ordinary course of business, would not be detrimental to the sales of Homes by Developer. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Homes, including, but not limited to, having a sales office, using the services of any broker or advertising Homes for sale.

17.26. Limitations.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property.

17.27. Additional Restrictions.

For additional restrictions which are applicable to the Condominium Property and the Home Owners, please refer to the Community Documents. In the event of a conflict between the provisions of this Declaration and the provisions of the Community Declaration, the provisions of the Community Declaration, as the case may be, shall control; provided, however, that this Declaration and the other Neighborhood Documents may contain provisions more restrictive than contained in the Community Declaration and the other Community Documents, in which event such more restrictive provisions shall control.

18. PARKING SPACES

The use of Parking Spaces within the Condominium Property have been set aside for the exclusive use of the Home Owners and their lessees and the family members, guests and invitees of such Home Owners and lessees.

January 1, 2014
River Hall Country Club
Estimate of Association Fees - 2014
Amenity and Golf Membership

	55' Product	70' Product	85' Product
NEIGHBORHOOD ASSOCIATIONS			
<u>Maintenance</u>			
Common Area (Yard and Grounds Maintenance)	Association	Association	Association
Homes (Yards and Grounds Maintenance)	Association	Association	Association
Building Maintenance (Ext. Paint, Roof, Ext. Cleaning)	Owner	Owner	Owner
Neighborhood Pool Maintenance	N/A	N/A	N/A
<u>Utilities</u>			
Irrigation Water	Association	Association	Association
Potable Water and Sewer	Owner	Owner	Owner
Trash Removal	Owner (tax bill)	Owner (tax bill)	Owner (tax bill)
<u>Insurance</u>			
Building Insurance	Owner	Owner	Owner
Contents Insurance	Owner	Owner	Owner
<u>Miscellaneous</u>			
Association Administrative Expenses	Association	Association	Association
Type of Association	Homeowner	Homeowner	Homeowner
Annual Maintenance Assessment	\$240.00/Qtr	\$240.00/Qtr	\$240.00/Qtr
Neighborhood Association Fee (Est.)	\$477.25/Qtr	\$509.25/Qtr	\$541.50/Qtr
Services Assessments			
1. Telecommunication fee (under bulk contract) that is collected by the Association (Est.)	\$229.21/Qtr	\$229.21/Qtr	\$229.21/Qtr
2. Irrigation Water Consumption Fee (Est.)	\$60/Qtr	\$75.00/Qtr	\$91.80/Qtr
RIVER HALL COUNTRY CLUB MASTER ASSOCIATION			
<u>Country Club Social Membership</u> (Clubhouse and Dining Facilities, Entry Gates, Street, Landscaping, Admin., Etc.)			
	Included	Included	Included
Golf Membership (18 Hole Championship Golf Course, Pro Shop, Putting Green, Driving Range)			
	Included	Included	Included
Club Facilities Center Base Assessment (Estimated)	\$278.00/Month	\$278.00/Month	\$278.00/Month
TOWN HALL AMENITY CENTER ASSOCIATION			
<u>Social Membership</u> (Dining Facilities, Fitness Center, Tennis Courts, Pools, Landscaping, Admin., Etc.)			
	Included	Included	Included
Recreational Center Base Assessment	\$288.00/Qtr	\$288.00/Qtr	\$288.00/Qtr
COMMUNITY DEVELOPMENT DISTRICT (Installation and Maintenance of the Lakes and Storm Water System. Main Road and Parkway Installation and Maintenance. Restoration of Cypress Heads and Wetlands Management.)			
	(2011A-1)	(2011A-1)	(2011A-1)
	\$1,099.12/Year	\$1,419.06/Year	\$1,799.01/Year
	\$237.83/Year	\$302.69/Year	\$367.55/Year
	(2011A-2)	(2011A-2)	(2011A-2)
Debt Service Assessments	\$1,555.27/Year	\$2,008.00/Year	\$2,545.62/Year
Operating and Maintenance Expense	\$237.83/Year	\$302.69/Year	\$367.55/Year

NOTES:

1. These fees are estimates, some of which have been provided by parties other than Greenpointe, LLC and the fees are subject to change. Please refer to the Prospectus and governing documentation for a more thorough descriptions of all fees.
2. Initial Capital Assessment for the River Hall Country Club HOA is three months of the Annual Maintenance Assessment.
3. Improvement Reserve Assessment is three months of the Annual Maintenance Assessment to be collected on each re-sale, other than the Builder.
4. Maintenance Reserves are not currently part of the budget.
5. There are no special assessments at this time.