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CERTIFICATE OF RECORDATION
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE COTTAGES AT PELICAN LANDING NEIGHBORHOOD
AMENDED AND RESTATED BYLAWS
OF
THE COTTAGES AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing Neighborhood was duly adopted by the Board of Directors at the duly noticed Board of Directors' Meeting on the 6th day of May, 2021 and was duly adopted by the Association membership at the duly noticed Members' Meeting on the 6th day of May, 2021. Said Amended and Restated Declaration was approved by a proper percentage of voting interests of the Board of Directors and the Association.

I HEREBY FURTHER CERTIFY that the attached Amended and Restated Bylaws of The Cottages at Pelican Landing Homeowners' Association, Inc. were duly adopted by the Board of Directors at the duly noticed Board of Directors' Meeting on the 3rd day of May, 2021. Said Amended and Restated Bylaws were approved by a proper percentage of voting interests of the Board of Directors.

The original Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing Neighborhood is recorded at Official Records Book 2570, Page 1894 *et seq.* of the Public Records of Lee County, Florida (the "Original Declaration"). The Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing Neighborhood, a copy of which is attached hereto and incorporated herein by reference, shall serve as an amendment to the Original Declaration that preserves and protects the Original Declaration from extinguishment by the operation of Chapter 712, Florida Statutes, as permitted by Section 712.05(2)(b), Florida Statutes.

The previous plat of record is incorporated by reference, with photocopies recorded for reference as Exhibit "A." The original Articles of Incorporation of The Cottages at Pelican Landing Homeowners' Association, Inc., together with all amendments thereto, are attached as

CERTIFICATE

THE UNDERSIGNED, being the duly elected and acting Secretary of The Cottages at Pelican Landing Homeowners' Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the Members held on May 6, 2021, after due notice and held in accordance with the Neighborhood By Laws, the Restated and Amended Declaration as follows was approved and adopted by the consent of the Owners of two-thirds (2/3) of the Units who were present in person or by proxy, and by majority affirmative vote of the Neighborhood Board for the purpose of Amending and Restating the Declaration of Protective Covenants, Conditions, Restrictions, and Easements for The Cottages at Pelican Landing Neighborhood.

Dated this 6 day of MAY, 2021.

THE COTTAGES AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.

Attest:

Dennis R. Lowe

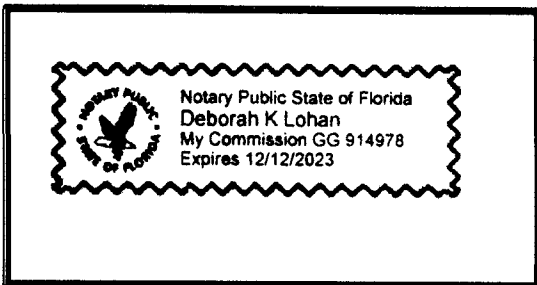
Dennis Lowe, Secretary

STATE OF FLORIDA

COUNTY OF LEE

Subscribed before me this 6th day of May, 2021 by Dennis Lowe, Secretary, of The Cottages at Pelican Landing Homeowners' Association, Inc.

Personally known to me or did produce _____ as identification.



Deborah K. Lohan

Signature of Notary Public

Print, type or stamp commissioned name and notary seal

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE COTTAGES AT PELICAN LANDING NEIGHBORHOOD**

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**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR**

THE COTTAGES AT PELICAN LANDING NEIGHBORHOOD

**SUBSTANTIAL REWORDING OF DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS - SEE CURRENT
DECLARATION FOR PRESENT TEXT**

On January 25, 1995, the original Declaration of Protective Covenants, Conditions, Restrictions and Easements (hereinafter the "Original Declaration") was recorded in Official Records Book 2570, Page 1894 *et seq.* of the Public Records of Lee County, Florida for the purpose of establishing uniform standards for The Cottages at Pelican Landing Neighborhood (hereinafter the "Neighborhood"). Said Original Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 2762, Page 1719 *et seq.*, Lee County Public Records

Amendment recorded at O.R. Book 3335, Page 51 *et seq.*, Lee County Public Records

All real property in the Neighborhood shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth in this Declaration, and as same may be amended from time to time, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

The land subject to this Declaration (the "Property") is the real property described as Lots 1 through 41, inclusive, and Tracts "A", "B", "C", "D", "E", "G", "H", "I" and "O", according to the Pelican Landing Unit Eighteen subdivision plat recorded in Plat Book 56, Pages 21 through 26, inclusive, of the Public Records of Lee County, Florida (the "Plat"). The land subject to this Declaration and the improvements located thereon have already been submitted to the Original Declaration and subsequent amendments thereto. No additional property is being encumbered by this Declaration.

**ARTICLE I
DEFINITIONS**

Section 1.1 "Act," or "Homeowners' Association Act," or "HOA Act" means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained.

Section 1.2 "Architectural Review Committee" or "ARC" means the Architectural Review Committee as established and empowered in Article VII of this Declaration.

Section 1.3 “Articles” means the Articles of Incorporation of the Neighborhood Association as originally filed with the Florida Secretary of State on September 9, 1994 as Document Number N94000004437, as they have been and may be amended from time to time. A copy of the Articles is attached hereto as Exhibit “B.”

Section 1.4 “Assessments” or “Neighborhood Assessments” means the assessments levied by the Neighborhood Association against the Units and shall be deemed to include both Annual Neighborhood Assessments and Special Assessments, as further defined herein. Neighborhood Assessments shall be appurtenant to a Unit.

Section 1.5 “Association” or “Neighborhood Association” means and refers to The Cottages at Pelican Landing Homeowners’ Association, Inc., a Florida non-profit corporation, its successors and assigns. The Neighborhood Association shall have such rights and obligations as set forth by the Governing Documents and by law, and every other right and obligation reasonably inferable therefrom.

Section 1.6 “Board of Directors” or “Board” means the Board of Directors of the Neighborhood Association.

Section 1.7 “Bylaws” means the Amended and Restated Bylaws of the Neighborhood Association as attached hereto as Exhibit “C,” as they may be amended from time to time.

Section 1.8 “Charge” means any legal or equitable indebtedness of an Owner to the Neighborhood Association, or other sums owed to or due to the Neighborhood Association from an Owner, or any cost or expense incurred by the Neighborhood Association on behalf of or because of an Owner, other than Neighborhood Assessments for Neighborhood Expenses, which the Owner is obligated to pay to the Neighborhood Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

Section 1.9 “Committee” means a group of Board members, Owners, or Board members and/or Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the resolution creating the Committee, or the Directors of the Board, may dictate.

Section 1.10 “Common Areas” or “Neighborhood Common Areas” means any and all real property and improvements thereon, owned by, leased or dedicated to, or otherwise the responsibility of the Neighborhood Association, together with all easements and rights appurtenant thereto granted to the Neighborhood Association, which are intended for the common use, enjoyment or benefit of the Owners. The Neighborhood Common Areas shall include but not be limited to the property conveyed to the Neighborhood Association by Quit Claim Deed recorded as Instrument Number 2005000142152 in the Public Records of Lee County, Florida for so long as it is owned by the Neighborhood Association. The Neighborhood Association, through its Board of Directors, is authorized to acquire, hold, and dispose of tangible and intangible personal property and real property, which, upon acquisition, shall be considered a Neighborhood Common Area for so long as it is owned by the Neighborhood

Association. Without limiting the generality of the foregoing, the Neighborhood Association, through its Board of Directors, may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, and other recreational facilities, regardless of whether the lands or facilities are contiguous to the Property or whether such lands or facilities are intended to provide enjoyment, recreation, or other use or benefit to the Owners.

Section 1.11 “Common Expenses” or “Neighborhood Expenses” means the expenses for which Owners are liable to the Neighborhood Association, including but not limited to expenses of administration, maintenance and operation, repair, replacement and improvement of the Neighborhood Common Areas and those portions of the Units the Neighborhood Association is responsible for maintaining as set forth herein and such other expenses as may be declared expenses by this Declaration, the Articles, the Bylaws, by the Neighborhood Association, or by the Act, including but not limited to reasonable insurance for Directors and Officers. Neighborhood Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, landscaping, utility bills that are not separately metered to individual Units, recreational facilities and activities, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Neighborhood. Neighborhood Expenses also include, to the extent applicable, road and street maintenance and operation expenses, expenses of any items or services required by any federal, state, or local governmental entity to be installed or supplied to the Neighborhood by the Neighborhood Association, including, but not limited to, water and sewer service where a master meter services the Neighborhood, and access control/privacy services that are reasonably related to the general benefit of the Owners even if such expenses do not attach to the Neighborhood Common Areas or the Property. The expenses of Communications Services are specifically considered a Neighborhood Expense, if so designated by the Board. Neighborhood Expenses may also include social expenses, including but not limited to food and drink for Neighborhood Association meetings and functions, and the cost of providing goods and services to Residents of the Neighborhood in an “emergency,” as the term is defined in the Bylaws, all as deemed appropriate by the Board.

Section 1.12 “Common Surplus” or “Neighborhood Surplus” means the excess of all receipts of the Neighborhood Association, including, but not limited to, Neighborhood Assessments, rents, profits and revenues on account of the Neighborhood Common Areas, above the amount of the Neighborhood Expenses. Neighborhood Surplus shall be determined in the same manner as Neighborhood Expenses.

Section 1.13 “Communications Services” means information services, internet access services and/or communications services as defined in Section 202.11, Florida Statutes, as amended from time to time, including but not limited to bulk cable services.

Section 1.14 “County” means the County of Lee, State of Florida.

Section 1.15 “Declaration” means this Amended and Restated Declaration and all other terms and provisions contained in this document, as the same may be amended from time to time.

Section 1.16 “Design Review Guidelines” or “Guidelines” means standards and specifications promulgated by the Board relative to the external appearance of any Dwelling Unit or other Improvement located on a Unit, including but not limited to the location, size, type, or appearance.

Section 1.17 “District” shall mean the Bay Creek Community Development District, successors or assigns, a special taxing district established by the State of Florida for the purpose of providing services which may include, but are not limited to potable water, irrigation, waste management and sanitary sewer facilities for portions of Pelican Landing including The Cottages at Pelican Landing.

Section 1.18 “Dwelling Unit” means any portion of a building situated upon a Unit designed and intended for use and occupancy as a Single Family residence.

Section 1.19 “Family” or “Single Family” shall refer to (1) one natural person, his or her spouse, if any, and their custodial children, if any, or (2) not more than two natural persons not meeting the foregoing requirement, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family, together with their custodial children, if any. The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a person who resides in a Dwelling Unit as part of the Owner’s Family, but is not a title holder.

Section 1.20 “Governing Documents” means this Declaration, the Articles of Incorporation, the Bylaws, the Guidelines, and the Rules and Regulations, all as they may be amended from time to time. Unless otherwise required by law, the Guidelines and the Rules and Regulations need not (but may) be recorded in the Lee County Public Records in order to be valid. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in an order of priority as listed above.

Section 1.21 “Guest” means any person who is not the Owner or a Tenant, or a member of the Owner’s or Tenant’s Family, who is physically present in or occupies a Dwelling Unit on a temporary basis at the express or implied invitation of the Owner or other legally permitted Resident without the payment of consideration.

Section 1.22 “Improvement” means any component built or constructed on a Unit or added to a Dwelling Unit, or placed on a Unit, including but not limited to Dwelling Units, garages, patios, screened enclosures, driveways, sidewalks, paving, mailboxes, pools, spas, decking, walls, fences, flagpoles, antennas, recreational equipment, solar collectors, clotheslines, and other energy devices based on renewable resources, and landscaping.

Section 1.23 “Invitee” or “Licensee” means a person or persons expressly or impliedly allowed entry onto the Property for the purpose of conducting business with an Owner or Resident, or otherwise entering the Property on a temporary basis at the expressed or implied consent of the Owner or Resident, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

Section 1.24 “Lease” or “Rent” when used in the context of the leasing of Dwelling Units means the grant by an Owner of a right of use of the Owner’s Dwelling Unit for consideration. The terms “Lease” and “Rent” shall have the same meaning and shall be used interchangeably.

Section 1.25 “Lien for Charges” means a lien which is recorded to secure a Charge.

Section 1.26 “Maintain” or “Maintenance” means the exercise of reasonable care to keep the lawns and landscaping of the Units and Neighborhood Common Areas, together with the Improvements and fixtures located thereon, in a clean, neat condition comparable to the original condition. Maintenance of lawns and landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth.

Section 1.27 “Master Association” means the Pelican Landing Community Association, Inc., its successors or assigns.

Section 1.28 “Master Declaration” means the Amended and Restated Declaration and General Protective Covenants for Pelican Landing recorded in Official Records Book 2198, Page 1873 *et seq.* of the Public Records of Lee County, Florida, as amended and supplemented from time to time.

Section 1.29 “Member” means those Owners who are holders of membership interests in the Neighborhood Association, as such interests are set forth in Article II and Article IV.

Section 1.30 “Mortgage” means an institutional mortgage or a deed of trust.

Section 1.31 “Mortgagee” means a holder of an institutional first mortgage or a beneficiary under or holder of a deed of trust.

Section 1.32 “Neighborhood” or “Property” means the real property which is subject to this Declaration.

Section 1.33 “Occupant” when used in connection with a Dwelling Unit, means a person who is physically present in a Dwelling Unit for two or more consecutive days, including staying overnight for one night.

Section 1.34 “Occupy” when used in connection with a Dwelling Unit, means the act of staying in the Dwelling Unit for two or more consecutive days, including an overnight stay of at least one night.

Section 1.35 “Original Declaration” means the Declaration recorded in Official Records Book 2570, Page 1894 *et seq.* of the Public Records of Lee County, Florida.

Section 1.36 “Owner” or “Unit Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any Unit in the Neighborhood, but shall not include those holding title merely as security for performance of an obligation.

Section 1.37 “Plat” means the Pelican Landing Unit Eighteen subdivision plat recorded in Plat Book 56, Page 21 of the Public Records of Lee County, Florida, a copy of which is attached hereto as Exhibit “A.”

Section 1.38 “Resident” means any person who is occupying a Dwelling Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Dwelling Unit.

Section 1.39 “Rules and Regulations” means the rules, regulations and policies governing the Neighborhood that may be promulgated by the Board from time to time.

Section 1.40 “SFWMD Permit” means South Florida Water Management District Permit 36-02469-S (Application Number 940520-8), as amended, modified and revised from time to time. Specific reference to the SFWMD Permit herein is included for the sole purpose of identifying the permit by which the Surface Water Management System was approved and constructed. It shall not be deemed to be an inclusive list of the permits needed to perform work within the Neighborhood, including but not limited to the permits needed to construct and modify or alter Improvements.

Section 1.41 “Surface Water Management System” means the water management system serving the Neighborhood, as authorized by the SFWMD Permit, including, but not limited to, lakes, berms, detention/retention areas, swales, culverts, weirs, outfall structures and any other water control device or conveyance providing water quality treatment and stormwater attenuation as well as any conservation areas that are or may be required as a result of any modifications to the Surface Water Management System. Operation and maintenance of the Surface Water Management System is the responsibility of others. This provision shall not obligate the Neighborhood Association to maintain these items unless required by the SFWMD Permit or other permit issued by a governmental agency.

Section 1.42 “Tenant” or “Lessee” or “Renter” means a person occupying a Dwelling Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The terms “Tenant,” “Lessee,” and “Renter” shall have the same meaning and shall be used interchangeably.

Section 1.43 “Unit” means a subdivided parcel of land in The Cottages at Pelican Landing Neighborhood as shown on the Plat upon which a Dwelling Unit has been constructed.

Section 1.44 “Voting Interests” means and refers to the arrangement established in the Governing Documents by which the Owners of each Unit are entitled to one vote in Neighborhood Association matters. There are 41 Units subject to the Declaration, so the total number of Voting Interests is 41.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 2.1 Membership. Every Owner of a Unit in The Cottages at Pelican Landing Neighborhood shall be a Member of the Neighborhood Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership is appurtenant to, and may not be separated from, ownership of a Unit in The Cottages at Pelican Landing Neighborhood, provided that voting rights may be suspended as permitted by law. Owners agree to maintain such membership in good standing as long as they own such property.

Section 2.2 Transfer. Transfer of ownership, whether voluntary or by operation of law, shall terminate membership in the Neighborhood Association and said membership shall then vest in the transferee.

Section 2.3 Voting Rights. The Owner of each Unit is entitled to one vote per Unit. When more than one person or entity shall at any time be the Owner of a Unit subject to a membership interest, the vote attributed to such Unit shall be exercised as provided in the Bylaws.

ARTICLE III RELATIONSHIP WITH THE MASTER ASSOCIATION

The Property is also encumbered by the Master Declaration and all Members are also members of the Master Association. As set forth in the Original Declaration, the Neighborhood has been assigned one (1) Property Unit for each Unit in the Neighborhood as it relates to rights and responsibilities set forth in the Master Declaration. Accordingly, a total of forty one (41) Property Units have been assigned to the Neighborhood. Obligations of the Members and the Neighborhood Association to the Master Association, and rights of the Members and the Neighborhood Association in Master Association matters, shall be as set forth in the Master Declaration and other Master Association governing documents. If the Master Declaration and other Master Association governing documents are silent on any topic involving the Members or the Neighborhood Association, or if they refer to the manner in which the topic is addressed in the Governing Documents, the Board of Directors is authorized to adopt, by separate resolution, the manner in which the topic is to be addressed without the need to amend this Declaration. By way of example, but not limitation, the Board of Directors may adopt resolutions dictating the manner in which Members vote in Master Association matters, pay Master Association assessments, and are elected or appointed to the Master Association board.

ARTICLE IV
PROPERTY RIGHTS IN THE NEIGHBORHOOD COMMON AREAS

Section 4.1 Members' Easement of Enjoyment. Subject to the provisions of this Declaration, every Member shall have a right and easement of enjoyment in and to the Neighborhood Common Areas and such easement shall be appurtenant to and shall pass with the title to every Unit. When a Unit is leased, the Tenant shall have all use rights in those Neighborhood Common Areas otherwise readily available for use generally by Owners and the Owner shall not have such rights except as a Guest, unless such rights are waived in writing by the Tenant or the Owner owns another Unit in the Neighborhood that is not being leased or otherwise occupied by someone other than the Owner. Without limiting the general rulemaking authority otherwise established herein, the Neighborhood Association, through its Board of Directors, shall have the right to adopt rules regarding use of the Neighborhood Common Areas, including but not limited to rules prohibiting dual usage by an Owner and a Tenant of Neighborhood Common Areas otherwise readily available for use generally by Owners.

Section 4.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following rights of the Neighborhood Association, which may be exercised by the Board of Directors in the absence of a membership approval requirement:

A. The right of the Neighborhood Association to make and enforce reasonable Rules and Regulations, as well as Guidelines, concerning the use, appearance, maintenance, and occupancy of the Units and Dwelling Units, and the transfer, use, appearance, maintenance, and occupancy of the Neighborhood Common Areas, including reasonable admission charges if deemed appropriate, and to enact rules, policies, and resolutions pertaining to the operation of the Neighborhood Association, which Rules and Regulations and Guidelines shall not be inconsistent with the rights and duties established by the Declaration. Sanctions may include the levy of reasonable monetary fines, the suspension of the right to use the Neighborhood Common Areas and facilities, and any other method of enforcement provided in the Act.

B. The right of the Neighborhood Association to charge Members and the Members Family, Tenants, Residents, Occupants, Guests and Invitees, and the Family members, Guests and Invitees of the Members' Tenants reasonable admission, refundable and non-refundable deposits, and other fees for the use of the Neighborhood Common Areas, which fees charged against the Members may be different than the fees charged against the Members Family, Tenants, Residents, Occupants, Guests and Invitees, and the Family members, Guests and Invitees of the Members' Tenants.

C. The right of the Neighborhood Association to suspend Neighborhood Common Area use rights of any Member who is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the Neighborhood Association, together with the use rights of the Member's Tenant, Guest, or Invitee, until the fee, fine, or other monetary obligation is paid in full.

D. The right of the Neighborhood Association to suspend Neighborhood Common Area use rights of a Member and the Member's Tenants, Guests, and Invitees for a reasonable period of time for the failure of the Owner or its Occupant, Licensee, or Invitee to comply with any provision of the Governing Documents.

E. The right of the Neighborhood Association to grant easements for the installation, maintenance, repair, and replacement of public utilities and other facilities and services on, over, and through the Neighborhood Common Areas for the benefit of the Neighborhood Common Areas and/or the Units as it deems to be in the best interest of and necessary and proper for the Neighborhood.

F. The right of the Neighborhood Association to dedicate or transfer all or any part of the Neighborhood Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions deemed appropriate by the Board of Directors.

G. The right of the Neighborhood Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Neighborhood Common Areas and, in aid thereof, to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall not take effect until after taking possession of the Neighborhood Common Areas and shall be limited to a right to charge Members admission and other fees as a condition of continued enjoyment of the Neighborhood Common Areas and, if necessary, to open the use of the Neighborhood Common Areas to a wider public until the mortgage debt is satisfied, whereupon the possession of the Neighborhood Common Areas shall be returned to the Neighborhood Association and all rights of the Members hereunder shall be fully restored.

H. The right of the Neighborhood Association to take such steps as are reasonably necessary to protect the Neighborhood Common Areas against foreclosure.

I. The right of the Neighborhood Association to allow any other reasonable use of the Neighborhood Common Areas as determined in the sole discretion of the Board of Directors.

J. The drainage and retention of stormwater runoff from the Property and other contiguous property. This provision shall not obligate the Neighborhood Association to maintain these items unless required by the SFWMD Permit or other permit issued by a governmental agency.

Section 4.3 Prohibition. There will be no storage of personal property on the Neighborhood Common Areas without the prior written consent of the Board. Additionally, Owners are prohibited from improving, modifying or maintaining any Neighborhood Common Area or from performing any maintenance duties of the Neighborhood Association without the prior written consent of the Board for such improvement, modification or maintenance. No structure, planting, or other material shall be placed or permitted to remain in the Neighborhood

Common Area which might unreasonably impair or interfere with the drainage or retention of stormwater runoff from the Property or other contiguous property.

ARTICLE V
NEIGHBORHOOD ASSOCIATION ACQUISITION AND DISPOSITION OF
PROPERTY AND POSSESSORY AND USE INTERESTS

The Neighborhood Association, through its Board of Directors, is authorized to acquire, hold, and dispose of tangible and intangible personal property and real property. Without limiting the generality of the foregoing, the Neighborhood Association through its Board of Directors, is authorized to acquire, hold, and dispose of fee simple title to country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, and other recreational facilities, regardless of whether the lands or facilities are contiguous to the Property or whether such lands or facilities are intended to provide enjoyment, recreation, or other use or benefit to the Owners. Costs associated with such acquisition, ownership, and disposal shall be considered a Neighborhood Expense and such property, upon acquisition, shall be considered a Neighborhood Common Area for so long as it is owned by the Neighborhood Association.

The Neighborhood Association, through its Board of Directors, is also authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, and other recreational facilities, regardless of whether the lands or facilities are contiguous to the Property or whether such lands or facilities are intended to provide enjoyment, recreation, or other use or benefit to the Owners. Costs associated with entering into such agreements shall be considered a Neighborhood Expense.

ARTICLE VI
NEIGHBORHOOD ASSESSMENTS AND CHARGES

Section 6.1 Neighborhood Assessments. The Neighborhood Association has the power to levy and collect Neighborhood Assessments against each Unit of an Owner in order to provide the necessary funds for proper operation and management of the Neighborhood Common Areas and the prompt payment of the Neighborhood Expenses, including Annual Neighborhood Assessments for each Owner's share of the Neighborhood Expenses as set forth in the annual budget, and Special Assessments for unusual, non-recurring or unbudgeted Neighborhood Expenses, when determined necessary by the Board of Directors. Neighborhood Assessments shall be levied and payment enforced as provided in the Governing Documents.

Section 6.2 Allocation of Neighborhood Assessments. Except for any maintenance surcharge or Charge which may be imposed on any Unit pursuant to this Declaration, Neighborhood Assessments of the Neighborhood Association shall be the same for each Unit.

Section 6.3 Purpose of Neighborhood Assessments. There is hereby imposed upon each Unit and its Owner the affirmative covenant and obligation by acceptance of a deed or title to a Unit to pay to the Neighborhood Association, and upon the Neighborhood Association the

obligation to assess, collect and expend for the Neighborhood Association's Neighborhood Expenses as listed but not necessarily limited to:

A. Taxes and assessments, if any, which may be levied upon any Neighborhood Common Areas together with all licenses, franchise taxes or other taxes or assessments levied against the Neighborhood Association.

B. Expenses incurred by the Neighborhood Association in carrying out its powers and duties, including but not limited to those incident to the enforcement of the covenants, restrictions, conditions, Charges, and agreements contained in the Governing Documents, the collection of Neighborhood Assessments and Charges, and the examination and approval of plans and specifications as provided herein and such supervision of construction as may be necessary to insure compliance with said plans and specifications, including also the expenses and compensation, if any, of the Architectural Review Committee as set forth herein;

C. Expenses incurred by the Neighborhood Association in operating, maintaining, repairing, replacing, improving, preserving, and protecting the Neighborhood Common Areas and those portions of the Units the Neighborhood Association is responsible for maintaining as set forth herein and other facilities within the jurisdiction of the Neighborhood Association, together with the costs of acquiring, holding, and disposing of additional real and personal property, which, upon purchase and for so long as it is owned by the Neighborhood Association, shall be classified as a Neighborhood Common Area, and maintaining, preserving, repairing, replacing and improving same.

D. Expenses incurred by the Neighborhood Association in maintaining lake appurtenances and fountain not maintained by others, regardless of whether such items are part of the Property. Notwithstanding the identification of these costs as Neighborhood Expenses, this provision shall not obligate the Neighborhood Association to maintain these items unless required by the SFWMD Permit or other permit issued by a governmental agency.

E. Charges levied for utility services to the Neighborhood Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, sewer, garbage, gas, electricity, telephone, irrigation, and any other type of utility or service charge for Neighborhood Common Areas. Communications Services may be provided to Dwelling Units through contract of the Neighborhood Association, as a Neighborhood Expense.

F. The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Neighborhood Association.

G. The cost to the Neighborhood Association of purchasing adequate fidelity insurance or bonds to, at a minimum, provide the coverage required by the Act, unless waived as set forth in the Act, together with such other policies of insurance as the Board shall determine to be in the best interest of the Neighborhood Association for purposes of protecting against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the

Neighborhood Association and other persons who operate or are responsible for operating the Neighborhood Association.

H. Sums necessary to repair, replace, improve, add to, construct or reconstruct buildings or other improvements located on the Neighborhood Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

I. The costs of administration of the Neighborhood Association, including any secretaries, bookkeepers and other employees or agents necessary to carry out the obligations and covenants and restrictions of the Neighborhood under the Governing Documents. In addition, the Neighborhood Association may retain a manager or management company to assist in the operation of the Neighborhood Association and to perform or assist in the performance of certain obligations of the Neighborhood Association hereunder. The fees or costs of any management company so retained are a Neighborhood Expense.

J. The costs of acquiring furnishings, materials, supplies, furniture, and other equipment for the Neighborhood Common Areas and for the operation of the Neighborhood Association, as may be determined by the Board.

K. The costs to the Neighborhood Association to indemnify present and former Officers and Directors for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

L. The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Neighborhood Common Areas and those portions of the Units the Neighborhood Association is responsible for maintaining as set forth herein in amounts determined proper and sufficient by the Board, and if deemed desirable by the Board in the adoption of the Neighborhood Association's annual budget. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same and, unless initially created by the developer or approved by the Owners as required by the Act, the Board shall have no obligation to fund the reserves or use the reserves for their scheduled purposes.

M. Special Assessments that may be levied to defray Neighborhood Expenses for which insufficient funds exist or are expected to be produced under the budget.

N. Social expenses, including but not limited to food and drink for Neighborhood Association meetings and functions.

O. The cost of providing goods and services to Residents of the Neighborhood in an "emergency," as the term is defined in the Bylaws.

P. Any other expense, whether or not included in the foregoing, designated as a Common Expense by the Act, the Declaration, the Articles, the Bylaws or applicable law together with all other costs and expenses determined by the Board to be reasonable and

necessary in carrying out and accomplishing the purposes, duties and obligations of the Neighborhood Association that are not inconsistent with the Governing Documents.

Section 6.4 Budget. The Board shall prepare an estimated annual budget as set forth in the Bylaws. The budget shall reflect the estimated Neighborhood Expenses for the next succeeding year. The general Neighborhood Expenses shall hereinafter be referred to collectively as “Annual Neighborhood Assessments.”

Section 6.5 Amendment of Budget. From time to time during the fiscal year, the Board of Directors may modify the budget for the fiscal year as set forth in the Bylaws. Pursuant to the revised budget or otherwise the Board of Directors may change the amount, frequency and/or due dates of the Annual Neighborhood Assessments for Neighborhood Expenses.

Section 6.6 Time of Payment. Annual Neighborhood Assessments shall be payable by Owners to the Neighborhood Association as set forth in the Bylaws and as determined by the Board.

Section 6.7 Special Assessments. The Board may levy in any assessment year a Special Assessment to meet unusual, unexpected, unbudgeted, or non-recurring expenses as set forth in the Bylaws.

Section 6.8 Lien; Joint and Several Liability. Neighborhood Assessments for Neighborhood Expenses, including Annual Neighborhood Assessments and Special Assessments, and installments thereof, and Charges, along with interest thereon at the highest rate allowed by law and all costs and expenses of collection (including but not limited to late fees), including reasonable attorneys’ fees and costs incurred in attempting to collect said Neighborhood Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Unit against which such Neighborhood Assessments or Charges are made. Each Neighborhood Assessment and all Charges against a Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorneys’ fees, shall be the personal obligation of the person, persons or entity owning the Unit assessed or charged and shall be the joint and several liability of all future Owners of the Unit. Except as provided below, any person or entity which acquires title to a Unit, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Neighborhood Assessments and Charges against the predecessor for his or her share of the Neighborhood Assessments and Charges, including interest, late fees, attorneys’ fees and all other costs and expenses of collection incurred by the Neighborhood Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The lien shall set forth the Neighborhood Assessments due to the Neighborhood Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Neighborhood Association. The lien shall secure additional Neighborhood Assessments that become due, as well as interest, late fees, attorneys’ fees, and all other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Lee County, Florida, the lien shall relate back to the date of

recording of the Original Declaration, except as to first Mortgages of record. As to first Mortgages of record, the Neighborhood Association's lien is only effective from and after recording of a claim of lien against the Unit. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first Mortgagee obtains title to a Unit as a result of a foreclosure of a first Mortgage or a deed is given in lieu of foreclosure of a first Mortgage of record, such acquirer of title shall be liable for the share of Neighborhood Assessments or Charges pertaining to such Unit or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first Mortgage of record as provided in Section 720.3085 of the Act.

Section 6.9 Remedies for Delinquency. In the event any Owner fails to pay Neighborhood Assessments, Charges, or any installment thereof charged to the Unit within ten (10) days after the same becomes due, an administrative late charge as established by resolution of the Board shall become due along with interest at the maximum rate permitted by law. In the absence of a Board resolution, the administrative late charge shall be the greater of \$25.00 or 5 percent of the installment, which shall be the maximum late charge allowed unless otherwise provided by law. Additionally, the Neighborhood Association, through its Board, shall have, but not be limited to, the following remedies:

A. To accelerate the entire amount of any Neighborhood Assessments and Charges for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments; provided that in the event of an increase in the Neighborhood Assessment as a result of a budget amendment, such Owner shall be liable for the increase at such time as the increased assessment becomes due.

B. To advance on behalf of said Owner funds to accomplish the needs of the Neighborhood Association. The amount or amounts of money so advanced, including attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Neighborhood Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Neighborhood Association and such advance or loan by the Neighborhood Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Neighborhood Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

D. To file an action at law to collect said Neighborhood Assessments or Charges, plus late fees, interest at the highest rate allowable by law plus all expenses and costs of collection, without waiving any lien rights and/or rights of foreclosure by the Neighborhood Association.

E. To suspend Neighborhood Common Area use rights, voting rights and the right to serve on the Board as provided by law.

The Neighborhood Association may choose any of these courses of action, as the Board deems appropriate without same constituting a waiver or election of remedies.

Section 6.10 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Neighborhood Association under this Declaration, the Bylaws, or applicable law, the Neighborhood Association shall have the following options when payment of Neighborhood Assessments or Charges is in default. The Neighborhood Association may, without order of the court, direct rental income (by written notice to the Tenant with copy to the Owner) from a Unit in default to be paid directly to the Neighborhood Association until all outstanding Neighborhood Assessments, Charges, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are satisfied. As an alternative, the Neighborhood Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Neighborhood Association, the court registry, or a receiver, as the court may direct. The Neighborhood Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

Section 6.11 Application of Payments. Payments received shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment regardless of any restrictive endorsement included with the payment.

Section 6.12 Non-Use. No Owner may waive or otherwise escape liability for payment of Neighborhood Assessments, Charges, interest, late fees or costs by reason of the failure to improve his or her Unit or the non-use or abandonment of the Neighborhood Common Areas.

Section 6.13 Certificate of Unpaid Neighborhood Assessments or Charges. Any Owner has the right to require from the Neighborhood Association a certificate showing the amount of unpaid Neighborhood Assessments or Charges against him or her with respect to his or her Unit. The Neighborhood Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Neighborhood Association and a community association management firm, or based on reasonable and customary fees charged by legal counsel, which fee may not exceed the maximum amount prescribed by the Act.

Section 6.14 Working Capital Fund. The Neighborhood Association has established a Working Capital Fund which shall be collected by the Neighborhood Association from each Unit purchaser at the time of conveyance of each Unit to such purchaser an amount set forth in a separate resolution adopted by the Board. In the absence of said resolution, the amount of the Working Capital Fund shall be One Thousand Dollars (\$1,000.00). Each Unit's share of the Working Capital Fund shall be collected and transferred to the Neighborhood Association at the

time of closing of the sale of each Unit. Should the purchaser of a Unit fail to pay the Working Capital Fund, it shall be treated as a Charge against the Unit, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien.

The purpose of the Working Capital Fund is to ensure that the Board will have cash available to meet any legitimate Neighborhood Expense, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the Working Capital Fund at closing are not to be considered advance payment of any Neighborhood Assessments under this Article and are not refundable or transferable. For purposes of this Article, the term "conveyance" shall mean the transfer of record legal title to a Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Working Capital Fund:

- A. Between and among co-Owners of the same Unit being transferred;
- B. To the Owner's estate, surviving spouse or other heirs, resulting from the death of an Owner;
- C. To a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons;
- D. To a mortgagee or the Neighborhood Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure; and
- E. To an Owner who has already paid a Working Capital Fund pursuant to other ownership within the Neighborhood.

Provided, however that upon a transfer that occurs following the exempt transfers described in (a) through (e) above, the Working Capital Fund shall be due and payable.

Section 6.15 Exempt Property. The following property subject to this Declaration shall be exempted from the Neighborhood Assessments, Charges and liens created herein:

- A. All Neighborhood Common Areas.
- B. All portions of the Property exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

ARTICLE VII ARCHITECTURAL AND AESTHETIC CONTROLS

Section 7.1 Design Review. In addition to any architectural review authority of the Master Association as set forth in the Master Association Documents, all property which is now or may hereafter be subjected to this Declaration is subject to architectural and site plan review

as provided herein. No staking, clearing, excavation, grading, or other site work, exterior alterations, modifications, reconstruction, or replacement of existing Improvements, or construction, addition, or placement of any new Improvements shall take place, nor shall any change of exterior color or other work which in any way materially alters the exterior appearance of any Improvement, Dwelling Unit, Unit, or Neighborhood Common Area be performed without prior written Neighborhood Association approval. All new Improvements and any additions of and modifications to Improvements in any portion of the Neighborhood shall be designed by and built in accordance with the plans and specifications approved as set forth herein.

Section 7.2 Architectural Review Committee. The Board may establish an Architectural Review Committee (the "ARC"), which, if established, shall have at least two (2) members and shall have responsibility for enforcing the Design Review Guidelines within the Neighborhood, providing the written approval of Owner requests as contemplated herein when appropriate, and performing such other functions as the Board may assign to it. The Board of Directors shall appoint the members of the ARC, who shall serve and may be removed at the pleasure of the Board. The members of the ARC may be compensated for their services by the Neighborhood Association at the sole discretion of the Board. The ARC may delegate, permanently or temporarily, all or any portion of its design review obligations to a third party including without limitation, the Board. In the instance that the Board does not establish an ARC, the Board shall exercise the powers and duties of the ARC set forth herein.

Section 7.3 Design Review Guidelines. The Board may establish and, from time to time, modify Design Review Guidelines that set forth such things as design requirements, construction standards, and colors and materials and further outline the ARC approval process. As part of the Guidelines, the Board may establish reasonable fees, deposits and other charges to be charged for review of applications hereunder and may require such fees, deposits or other charges be paid in full prior to review of any application. The Neighborhood Association shall make the Guidelines, if adopted, available to Owners and builders who seek to engage in construction upon or alteration or modification of any portion of the Neighborhood.

Section 7.4 Approvals. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of any staking, clearing, excavation, grading, or other site work, exterior alterations, modifications, reconstruction, or replacement of existing Improvements, construction, addition, or placement of any new Improvements, or any change of exterior color or other work which in any way materially alters the exterior appearance of any Improvement, Dwelling Unit, Unit, or Neighborhood Common Area shall be submitted to the ARC for approval. The ARC may also require submission of samples of building materials or colors proposed for use and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work, including but not limited to proof of required permits and approvals. In determining whether approval shall be granted, the ARC may consider whether the plans and specifications comply with the Guidelines and generally demonstrate quality or workmanship and design as to harmony of external design with existing Improvements, location in relation to surrounding Improvements, topography, finished grade elevation, and common architectural theme. The ARC may, in its reasonable discretion, approve,

approve with conditions, or disapprove plans and specifications. All decisions of the ARC are final and must be in writing, must conform to the Guidelines, and must be given before the commencement of the activity for which approval is required.

Section 7.5 Variances. The ARC may authorize variances from compliance with the Guidelines when circumstances such as topography, natural obstruction, hardship, aesthetics or environmental considerations require. No variance shall be effective unless in writing.

Section 7.6 Waiver. The approval of the ARC of any proposals, plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to disapprove any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for ARC approval. Additionally, no variance shall be deemed to be a waiver by the ARC of the right to refuse to grant a variance in any circumstance, including but not limited to the right to refuse a request for a variance as to a similar proposal or plan for which a variance was previously granted. The failure or delay of the ARC to object to any alterations, modifications, reconstruction, replacement, or new construction, addition, or placement requiring approval as set forth herein which was done without first obtaining written approval from the ARC shall not be deemed to constitute a waiver of any right of the ARC to disapprove any similar activities in the future.

Section 7.7 Inspections. Any member of the ARC or its agents shall have the right, but not the obligation, during reasonable hours and after reasonable notice, to enter upon any Unit to inspect for the purpose of ascertaining whether or not the Governing Documents, including but not limited to the Guidelines, have been or are being satisfied and for the purpose of determining whether the alterations or modifications contemplated by this Article are being constructed as approved by the ARC. Such persons shall not be deemed guilty of trespass by reason of such entry. The Neighborhood Association may issue a certificate of completion and compliance as to any property so inspected and make and collect a charge therefor.

Section 7.8 Compliance; Sanctions. If any staking, clearing, excavation, grading, or other site work, exterior alterations, modifications, reconstruction, or replacement of existing Improvements or construction, addition, or placement of any new Improvements shall take place, or shall any change of exterior color or other work which in any way materially alters the exterior appearance of any Improvement, Dwelling Unit, Unit, or Neighborhood Common Area be performed, without the prior written approval of the ARC, the Owner of the Unit shall, upon demand of the Neighborhood Association, cause such work to be removed, revised or restored in order to comply with the requirements of this Article. Furthermore, if prior written ARC approval is obtained, but the alterations or modifications have not been or are not being constructed as approved by the ARC, the Owner of the Unit shall, upon demand of the Neighborhood Association, cause such work to be removed, revised or restored in order to comply with the approval given or return the Improvement, Dwelling Unit, Unit, or Neighborhood Common Area altered or modified to the condition it was in immediately prior to the work performed by or on behalf of the Owner. Any Owner, contractor, subcontractor, agent, employee or other Invitee or Licensee of an Owner who fails to comply with the Governing Documents, including but not limited to the Guidelines, and/or fails to construct or place the

alterations or modifications in accordance with the ARC approval given, is subject to any enforcement procedures, including fines, as set forth in the Governing Documents or law. Furthermore, if the Owner fails to cause such work to be removed, revised or restored within a reasonable time following the Neighborhood Association's demand, the Neighborhood Association has the right, but not the obligation, during reasonable hours and after reasonable notice, to enter upon the Unit and take such action as the Neighborhood Association deems appropriate to remove, revise or restore the property, at the cost and expense of the Owner of the Unit. Entry onto a Unit for this purpose shall not be deemed a trespass. For purposes of this Declaration, sums owed to the Neighborhood Association by reason of the foregoing will be deemed to be a Charge against the applicable Unit, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien.

Section 7.9 No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations, and neither the Neighborhood Association nor the ARC shall bear any responsibility for ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Neighborhood Association nor the ARC shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction of any new Improvement, or modifications to any existing Improvement, Dwelling Unit, Unit, or Neighborhood Common Area, and shall be indemnified and held harmless by the Owner from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees.

ARTICLE VIII UNIT AND DWELLING UNIT MAINTENANCE

Section 8.1 Maintenance of Unit and Dwelling Unit by Owner. Except for those items for which the Neighborhood Association is responsible as set forth herein, each Owner shall maintain in good, clean, neat and attractive condition, and repair and replace at his or her expense when necessary, all portions of his or her Unit and Dwelling Unit. Without limiting the generality of the foregoing, each Owner shall be responsible, at his or her expense, for the following:

A. Each Owner shall be responsible for the repair and replacement of the lawn, landscaping, and trees located on his or her Unit, no matter where located, together with the maintenance, repair, and replacement of specialty plantings (such as rose gardens and butterfly gardens) no matter where located, in addition to lawn and landscaping located within a lanai or other area that does not provide ready access to the Neighborhood Association's landscape contractor. Arrangements for maintenance of specialty plantings and items located within a lanai may be made between the Owner and the Neighborhood Association's landscape contractor, with such work performed on behalf of the Owner billed directly to the Owner. All landscaping and tree removal and replacement must be approved by the Board.

B. Each Owner shall be responsible for the maintenance of any tree on his or her Unit, subject to the provisions of Section 8.2(A) relative to the Neighborhood Association's responsibility. If a tree must be replaced due to any action or inaction on the part of an Owner, his Tenants, Guests, Invitees, or Licensees, the cost of such replacement shall be borne by the Owner and may be assessed as a Charge against the applicable Unit, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien.

C. Each Owner shall be responsible for the maintenance and replacement of mulch on the sides and the back of the Unit, if desired.

D. Each Owner shall be responsible, for modifications to the irrigation system necessitated by alterations to the Unit or any Improvements located thereon. Owners are required to use the Neighborhood Association irrigation contractor for such modifications. Once installed, the Neighborhood Association will assume the responsibility for ongoing maintenance, repair, and replacement as long as the irrigation system components are not located within a lanai or other area that does not provide ready access to the Neighborhood Association's irrigation contractor.

E. Each Owner shall ensure that no weeds, high grass, underbrush or other unsightly growth shall be permitted to grow upon any part of the Unit.

F. Each Owner shall be responsible to maintain, repair, and replace any surface water runoff drain located on his or her Unit. If a surface water runoff drain located on a Unit should cause an unfavorable impact on adjacent Units or Neighborhood Common Areas due to any action or inaction on the part of an Owner, his Tenants, Guests, Invitees, or Licensees, the cost of repairs and replacement shall be borne by the Owner and may be assessed as a Charge against the applicable Unit, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien.

G. Each Owner shall pay for any utilities which are separately metered and charged to his Unit or Dwelling Unit.

H. Each Owner must perform promptly all such maintenance, repairs and replacement. An Owner who fails to maintain his or her Unit and any Improvements located thereon as required herein is subject to any enforcement procedures, including fines, as set forth in the Governing Documents or law. Furthermore, if the Owner fails to bring a Unit and any Improvements into compliance with the Governing Documents within a reasonable time following the Neighborhood Association's demand, the Neighborhood Association shall have the right, but not the obligation, during reasonable hours and after reasonable notice, to enter upon the Unit and take such action as the Neighborhood Association deems appropriate to clean, repair, maintain, and restore the property, at the cost and expense of the Owner of the Unit. Entry upon a Unit for this purpose shall not be deemed a trespass. For the purposes of the Declaration, sums owed to the Neighborhood Association by reason of the foregoing will be deemed to be a Charge against the applicable Unit, which shall be secured by a Lien for Charges, secured in the

same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien. In addition, to the foregoing, each Owner shall be liable for damages that arise due to his failure to perform the above maintenance, repairs, and replacement.

Section 8.2 Maintenance of Unit and Dwelling Unit by Neighborhood Association.

A. The Neighborhood Association shall be responsible for scheduled routine maintenance, but not repair or replacement, of lawns and landscaping, and scheduled routine tree trimming throughout the Neighborhood, including on the individual Units provided that the lawn, landscaping, and trees are not located within a lanai or other area that does not provide ready access to the Neighborhood Association's landscape contractor. Notwithstanding the generality of the foregoing, the Association is not responsible for the maintenance of specialty plantings (such as rose or butterfly gardens) located on a Unit.

B. The Neighborhood Association shall be responsible for maintenance, repair, and replacement of irrigation system components throughout the Neighborhood, including on the individual Units, subject to the provisions of Section 8.1(D) relative to Owner responsibility for modifications to the irrigation system, provided that the irrigation system components are not located within a lanai or other area that does not provide ready access to the Neighborhood Association's irrigation contractor.

C. The Neighborhood Association shall be responsible for the maintenance and replacement of mulch along the front of the Unit on a schedule to be determined by the Board.

D. The Neighborhood Association shall be responsible for the routine exterior painting of the Dwelling Units, trim, fences and gates on a schedule to be determined by the Board. The Owner shall maintain the exterior of the Dwelling Unit in clean and neat condition during the interval before the next Neighborhood Association scheduled exterior painting. Notwithstanding the foregoing, the Neighborhood Association is not responsible for maintaining, repairing, or replacing any part of the Dwelling Unit, trim, fences and gates.

E. Each Owner shall promptly report to the Neighborhood Association or its agents any defect or need for repair on his or her Unit for which the Neighborhood Association is responsible to maintain and repair upon the Owner becoming aware of such a defect or need. All maintenance, repair and replacement contemplated by this Section shall be performed on a schedule as determined by the Board.

Section 8.3 Owner Insurance. Each Owner shall be responsible, if desired, for purchasing and maintaining such policies of insurance covering loss or damage to his or her Unit and the Improvements located thereon, including but not limited to the Dwelling Unit, by fire and other hazards covered by a standard extended coverage endorsement including wind as well as such other risks as from time to time are customarily covered with respect to property similar in construction, location, and use, including but not limited to vandalism and malicious mischief. Additionally, each Owner shall be responsible, if desired, for purchasing and maintaining such

policies of liability for accident or injury occurring on or about his or her Unit, as he or she may deem appropriate. The Board recommends that each Owner, at the Owner's sole cost and expense, purchase and maintain the policies described herein or provide self-insurance for the losses that would be covered by such policies.

Section 8.4 Reconstruction and Repair of Unit After Fire or Other Casualty. Irrespective of whether an Owner obtains and maintains a policy of insurance covering loss or damage to his or her Unit and the Improvements thereon, he or she shall be required to repair, restore and/or reconstruct damage and/or destruction to the Unit, including, but not limited to, the Dwelling Unit and other Improvements thereon, and all appurtenances thereto, caused by casualty, such as fire, flood, or wind, in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Repair, restoration and/or reconstruction shall be undertaken within three (3) months after the damage occurs and shall be completed within six (6) months after the damage occurs unless prevented by causes beyond the control of the Owner or Owners. For purposes of this Declaration, financial inability shall not constitute a cause beyond the control of an Owner or Owners. An Owner's failure to comply with this covenant shall give the Neighborhood Association the right but not the responsibility to accomplish the necessary repair, restoration and/or reconstruction. Any expenses incurred by the Neighborhood Association pursuant to this Section shall be deemed a Charge, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien.

ARTICLE IX NEIGHBORHOOD COMMON AREA MAINTENANCE

Section 9.1 Maintenance of Neighborhood Common Area by the Neighborhood Association. Maintenance, repair and replacement of the Neighborhood Common Area and Improvements thereon shall be the responsibility of the Neighborhood Association. Without limiting the generality of the foregoing, the Neighborhood Association shall be responsible for maintaining, repairing, and replacing the following to the extent the items are located within the Neighborhood Common Areas, unless otherwise noted or unless such responsibility has been delegated or assumed by another party:

- A. Entry monument and project signage, no matter where located;
- B. Landscaping;
- C. Streets and street signage;
- D. Deck and gazebo;
- E. Light fixtures;
- F. Fountain and fountain light, if any;

- G. Mailboxes, no matter where located;
- H. Litter removal; and
- I. Other items which may be deemed necessary or appropriate from time to time by the Board.

Should maintenance, repair, or replacement of the Neighborhood Common Areas be made necessary as a result of improvements made to or construction upon a Unit, the Neighborhood Association may levy a Charge applicable to that Unit for the purpose of providing for the repair, replacement or reconstruction of the damaged portion of the Neighborhood Common Areas. Any such Charge may be levied by a majority vote of the Board of Directors of the Neighborhood Association and, if so levied, shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien. Each Owner shall promptly report to the Neighborhood Association or its agents any defect or need for repair on the Neighborhood Common Areas upon the Owner becoming aware of such defect or need.

Section 9.2 Material Alterations of or Substantial Additions to the Neighborhood Common Areas. There shall be no material alterations or substantial additions to the Neighborhood Common Areas by an Owner, except as authorized by the Board of Directors. Similarly, there shall be no material alterations or substantial additions to the Neighborhood Common Areas by the Neighborhood Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than Thirty Thousand Dollars and No Cents (\$30,000) in the fiscal year in which the work is authorized, the Board shall obtain approval of at least a majority of the Voting Interests. Necessary maintenance of the Neighborhood Common Areas, regardless of the level of expenditure, is the responsibility of the Board of Directors and no membership approval is required.

Section 9.3 Reconstruction and Repair of Neighborhood Common Area After Fire or Other Casualty. In the event of damage to or destruction of improvements on the Neighborhood Common Area because of fire or other casualty, the Board shall arrange for the prompt reconstruction and/or repair of the improvements. Any reconstruction and/or repair must be performed in accordance with plans and specifications approved by the Board. The plans and specifications approved by the Board need not be the same or similar to the plans and specifications for the original improvements if alternate plans and specifications are required by law or the relevant building codes or deemed advisable in the sole opinion of the Board. If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and/or repair by the Neighborhood Association, or if at any time during reconstruction and/or repair, or upon completion of reconstruction and/or repair, the funds for the payment of the costs of reconstruction and/or repair are insufficient, the Board shall be authorized, but not obligated, to levy Neighborhood Assessments against the Units in sufficient amounts to provide funds for the payment of such costs.

ARTICLE X
UNIFORM GENERAL REQUIREMENTS

Section 10.1 Applicability of Uniform General Requirements. The provisions of this Article shall be applicable to all Units in the Neighborhood. More stringent or restrictive requirements found in the Master Declaration shall control over the Uniform General Requirements found in this Article. Reference to authorization by the Guidelines and approval of the ARC shall not be read to preclude compliance with similar provisions relative to authorization and approval of the Master Association, or its delegate, as set forth in the Master Declaration.

Section 10.2 Land Use; Prohibition Against Certain Business Activity. No more than one (1) Dwelling Unit may be built on a Unit. No Unit shall be used except for Single Family, residential purposes. No ancillary or commercial business activity may be conducted on a Unit unless:

A. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Dwelling Unit.; signs identifying the business shall not be seen from outside the Dwelling Unit and the business use must conform to all noise ordinances and all noise and nuisance requirements of this Declaration, if any;

B. The business activity does not involve visitation of the Dwelling Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

C. The business activity does not increase traffic in the Neighborhood in excess of what would normally be expected for residential dwellings in the Neighborhood without business activity, other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services;

D. The business activity and all parties related to the business activity comply with all vehicle and parking requirements and prohibitions set forth in this Declaration;

E. The business activity is legal and conforms to all zoning requirements for the Neighborhood;

F. The business activity does not require the Neighborhood Association to obtain additional insurance coverage, increase the insurance premium paid by the Neighborhood Association, or otherwise negatively affect the Neighborhood Association's ability to obtain insurance coverage;

G. The business activity is consistent with the residential character of the Neighborhood and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents in the Neighborhood, as determined in Board of Director's discretion; and

H. The business activity does not result in a materially greater use of Common Areas, facilities or Neighborhood Association services.

The terms “business” and “trade,” as used in this provision, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s Family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding anything to the contrary herein, the use of a Unit as a public lodging establishment or other transient establishment, for home sharing or fractional ownership, or as part of any type of vacation club or program shall be deemed a business or commercial use that is prohibited.

By conducting ancillary business activity from a Unit in the Neighborhood, the Owners and Occupants of such Unit hereby covenant and agree to release and hold harmless the Neighborhood Association, its Directors, Officers, agents, representatives and/or vendors for any interruption or suspension of, or any damages to, such ancillary business activity caused by any action or inaction of such parties of any nature whatsoever. The Neighborhood Association shall have no liability or obligation to take any action or refrain from taking any action that will impact an Owner’s or Occupant’s business activity from a Unit in the Neighborhood. Owners and Occupants conducting any ancillary business activity from a Unit in the Neighborhood hereby covenant and agree to obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests.

Section 10.3 Building Setback Lines and Height of Building.

A. No Dwelling Unit or other Improvement, except for landscaping, walls, and fences, shall be constructed or placed on any Unit in the Neighborhood within the following, minimum building setback areas:

(1) Front property line:

For Dwelling Units with a front-entry garage: 20 feet
For Dwelling Units with a side-entry garage: 15 feet

(2) Side property line:

Zero lot line: 0 feet
Opposite side: 5 feet
Structure to seawall: 5 feet
Pool deck to seawall: 0 feet

(3) Rear property line:

Lots 1 through 7 and 32 through 41:

Structure: 15 feet
Pool deck: 15 feet

Lots 8 through 31:

Structure: 10 feet
Pool deck: 5 feet
To water body – control elevation: 20 feet
Pool deck to seawall: 0 feet

B. The Neighborhood Association, through its Board of Directors, reserves the right to authorize and approve minor after-the-fact variances for Dwelling Units and other Improvements that were originally constructed in violation of the setbacks set forth in the Original Declaration.

C. No Dwelling Unit or other Improvement shall be erected or constructed over a height of thirty-five feet (35') measured from the finished grade of the undeveloped Unit.

Section 10.4 Minimum Dwelling Size. Each Dwelling Unit shall contain a minimum of one thousand eight hundred (1800) square feet of living area. The method of determining the square feet of living area of proposed Dwelling Units shall be to multiply the outside horizontal dimensions of the Dwelling Units at each floor level. Garages, porches, patios, terraces, balconies and other similar Improvements shall not be taken into account in calculating this square foot area.

Section 10.5 Drainage and Grading. Surface water runoff on Units must be controlled and maintained so as not to cause any ponding, erosion or unfavorable impact on adjacent Units or Neighborhood Common Areas. Units are required to drain toward the Surface Water Management System and shall conform with all SFWMD Permit requirements. No change of the drainage or grading on a Unit shall be allowed without the prior written approval of the ARC.

Section 10.6 Roofs. Roofs shall be constructed of concrete tile, unless otherwise authorized by the Guidelines and approved by the ARC. All roofs shall have a minimum slope of 5:12. Roofs must be maintained in a clean, neat and attractive manner.

Section 10.7 Driveways. All driveways shall consist of brick pavers, unless otherwise authorized by the Guidelines and approved by the ARC. Driveways must be maintained in a clean, neat and attractive manner. No driveway may be installed or in any way altered without the prior written approval of the ARC.

Section 10.8 Garages, Carports and Storage Areas.

A. No garage shall be erected which is separated from the Dwelling Unit, unless authorized by the Guidelines and approved by the ARC. Each Dwelling Unit shall have a

garage which shall accommodate no fewer than two automobiles. Repair of vehicles shall be permitted only inside the garage. All garages must be constructed with doors that are equipped with operating, functioning automatic door openers and closers. The garage door shall remain closed except upon entering or exiting the garage, or while the garage is otherwise reasonably in use.

B. Carports shall not be permitted or erected within the Neighborhood.

C. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the Dwelling Unit which it serves.

D. Overnight parking of vehicles on the Common Area streets is prohibited. For purposes of this Section, "overnight" shall mean between the hours of 12:00 A.M. and 6:00 A.M.

Section 10.9 Spas, Hot Tubs, Swimming Pools and Enclosures.

A. The location of all swimming pools, spas, and hot tubs, including enclosures and screens, must conform to the Guidelines and be approved by the ARC.

B. Spas, hot tubs and swimming pools must be screened from the view of adjoining Units and streets by privacy walls, fences or landscaping at locations authorized by the Guidelines and approved by the ARC.

C. The design and materials of screen enclosures shall be compatible with the design and materials of the Dwelling Unit to which they are appurtenant. All screen enclosures shall be bronze tone. No flat screen enclosures, unless part of an approved mansard screen enclosure, are permitted, and the sloped portions of the screen enclosure shall have a pitch compatible with the pitch of the roof of the Dwelling Unit to which it is attached.

Section 10.10 Walls and Fences.

A. Walls and fences shall only be constructed of materials and with a design and color as authorized by the Guidelines and approved by the ARC. No chain link fencing shall be allowed unless specifically approved and provided that appropriate landscape screening is installed.

B. Walls and fences may be located on Units only as authorized by the Guidelines and approved by the ARC. They shall be located in such a manner as to limit the area enclosed to that necessary to afford privacy and shall not unreasonably block the views of adjacent Units.

Section 10.11 Mailboxes. Mailboxes will be installed, maintained, repaired and replaced by the Neighborhood Association as a Neighborhood Expense, unless caused by negligence on the part of the Owner, Tenants, Guests, Invitees, Licensees, or contractors.

Section 10.12 Exterior Lighting. All exterior lighting on Dwelling Units and otherwise located on the Unit must be maintained by the Owner of the Unit. No exterior lighting shall be placed in or about a Unit unless the design, material, and location are authorized by the Guidelines and approved by the ARC. After installation as approved by the ARC, exterior lighting must be maintained by the Owner of the Unit.

Section 10.13 Exterior Attachment to Improvements.

A. No awnings, canopies, shutters and similar additions shall be attached or affixed to the exterior of any Dwelling Unit or Improvement unless authorized by the Guidelines and approved by the ARC. Storm shutters are acceptable in concept provided their design and color are approved.

B. Roof stacks and vents shall be placed so as not to be clearly or readily visible from any street or neighboring properties and shall be painted to match the approved roof color.

C. No solar collectors or devices are allowed unless authorized by the Guidelines and approved by the ARC. Any such collector or device shall be located so as not to be readily visible from surrounding streets or Units. The foregoing shall apply provided that the restrictions on solar collectors or devices found herein and the Guidelines are not prohibited by law.

Section 10.14 Decorative Objects. No decorative objects such as weather vanes, sculptures, birdbaths, fountains, decorative flags, and the like shall be placed or installed in or on the Property unless authorized by the Guidelines and approved by the ARC.

Section 10.15 Garbage, Trash and Refuse Removal. No Neighborhood Common Areas or Units shall be used or maintained as a dumping ground for garbage, trash, or other refuse, which as referred to herein shall include recyclable materials and horticultural waste. No garbage, trash, or other refuse shall be burned upon the Neighborhood Common Areas or any Unit or placed in or dumped upon or into any waterway. Garbage, trash, and other refuse shall be kept in sanitary containers, which, when not at the curb for collection, shall be stored in a fully enclosed garage or other fully enclosed storage facility approved in writing by the ARC. Sanitary containers may only be placed at the curb no sooner than the night before and removed no later than the night of pickup day.

Section 10.16 Drones. No drones, as defined in Section 934.50, Florida Statutes, or aerial devices, such as motorized planes, will be allowed to fly or otherwise be used within the boundaries of the Neighborhood, except that the Board of Directors may, but is not required to, adopt further rules and regulations approving a location for receiving deliveries by drone, if any, and may, but is not required to, approve the use of drones for real estate, surveying or Neighborhood Association purposes subject to any promulgated rules and regulations of the Board.

Section 10.17 Antenna. No television, radio, satellite, or other antenna or satellite system may be installed on the Neighborhood Common Areas by any person other than the Neighborhood Association, except as provided herein. Those television, satellite, and other antenna systems covered by the Over-the-Air-Reception Devices (OTARD) (Rule 47 C.F.R. Section 1.4000), as amended from time to time, (collectively hereinafter referred to as “Antennas”) may be erected or installed on Units subject to compliance with the requirements set forth in this Section.

A. Location of Antennas. To the extent feasible, all Antennas must be placed on the Dwelling Units in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the Neighborhood if this placement would still permit reception of an acceptable quality signal.

B. Color of Antennas. To the extent feasible, all Antennas shall be painted to blend into the background against which it is mounted so long as the paint will not interfere with an acceptable quality signal.

C. Safety Requirements. To safeguard the safety of the Owners and Residents of the Unit on which the Antenna is located, neighboring Owners, and other Owners in the Neighborhood, it shall be the obligation of the Owner to comply with all applicable local, state, and federal safety requirements, including but not limited to obtaining a permit for the installation of the Antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the Antenna away from power lines and other potentially dangerous areas, installing and using the Antenna in accordance with safety recommendations and requirements of the Antenna manufacturer, and in accordance with the customs and standards for the Antenna industry, including compliance with electrical code requirements to properly ground the Antenna, and installation requirements to properly secure the Antenna. An Owner shall indemnify and hold harmless the Association and all other Owners for any property damage that an Antenna causes or any injury to persons.

Section 10.18 Solar Collectors, Clotheslines, and Other Energy Devices Based on Renewable Resources. No solar collectors, clotheslines, or other energy devices based on renewable resources shall be placed or installed in or on the Property unless approved by the Board. Solar collectors must be installed on the roof of the Dwelling Unit so that they are not visible from any street and are within an orientation to the south or within 45° east or west of due south if such placement does not impair the effective operation of the solar collectors. Clotheslines may only be placed within the rear lanai of the Dwelling Unit.

Section 10.19 Signs. No sign or advertisement of any kind shall be erected or maintained on the Property unless authorized by the Guidelines and approved by the ARC.

Section 10.20 Lake Pollution Control. The Board of Directors may adopt regulations prohibiting or restricting activities in reasonably close proximity to the lake systems which may, in the Board’s judgment, pose a threat of pollution to them. Among other activities, the Board may regulate landscape fertilization, car washing, bug spraying, and other activities which may

result in the contamination of the lake systems and activities which may result in the flow of sediments into them.

Section 10.21 Surface Water Management System. No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow of volume of water in, any portion of the Surface Water Management System including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters without the express written consent of the South Florida Water Management District. No Unit or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Board, the District, and the South Florida Water Management District. No person may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, fishing, swimming, or wading in such areas allowed.

Section 10.22 Preservation Areas. There are wetland and wooded areas in the Neighborhood designated as preservation areas to be preserved in their natural state and no development, construction, or maintenance is to take place in those areas without approval by all applicable governmental agencies.

Section 10.23 Private Roads. No Unit, or any part thereof, shall be opened, dedicated or used as a street, road or thoroughfare.

Section 10.24 Nuisance. The Property shall be used and maintained in accordance with the protective covenants, conditions, restrictions and other provisions of the Governing Documents as well as all federal, state, and local laws and ordinances, all as amended from time to time. Without limiting the generality of the foregoing, the Neighborhood Common Areas shall be used only for the purposes for which they are intended to be used and the furnishing of services and facilities for the enjoyment of Owners. The Property, including the Units and Neighborhood Common Areas, shall not be used for any immoral, improper, or unlawful purpose and no use or behavior shall be allowed which creates a public or private nuisance, which unreasonably interferes with the quiet possession or enjoyment of the Property, or which becomes a source of annoyance to the Neighborhood Residents, including but not limited to any use or behavior that, in the sole discretion of the Board of Directors, results in noise or visual pollution. Additionally, no noxious or offensive activity shall be carried on upon the Property, including the Units and Neighborhood Common Areas, and no use, behavior, or activity may take place that will result in an increase in the rate of any insurance policy or policies of the Neighborhood Association. Without limiting the generality of the foregoing, no fireworks, as defined in Section 791.01(4), Florida Statutes, as amended from time to time, may be brought into, used or set off in the Neighborhood at any time. Each Owner is responsible for all actions of or damage caused by his or her Family, Tenants, Residents, Occupants, Guests and Invitees, and by the Family members, Guests and Invitees of his or her Tenants.

Section 10.25 Additional Rules. The Board of Directors may, from time to time, amend or promulgate rules and regulations with respect to the Neighborhood as it determines to be in the best interests of the Neighborhood and the Owners.

ARTICLE XI LEASING AND RESIDENT APPROVAL

Section 11.1 Generally. The lease of a Unit (which, as used in this Article, shall be deemed to include the Dwelling Unit located thereon) is defined as occupancy of the Unit by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value), and shall specifically include, but not be limited to, arrangements such as those facilitated by Airbnb, FlipKey, VRBO, and HomeAway regardless of whether the arrangements are classified as something other than a lease. Any Resident occupying a Unit in the absence of the Owner, regardless of whether consideration is involved, shall be considered a Tenant and subject to the provisions of this Article as if the Unit were being leased by the Resident. Notwithstanding the foregoing or the following, the provisions of this Article shall not apply to occupancy of a Unit, either simultaneous with or in the absence of the Owner, where the Unit is occupied by a Family member or members of the Owner. Furthermore, the provisions of this Article shall not apply to occupancy of a Unit simultaneous with the Owner regardless of the relationship between the Owner and the Resident provided that the Owner is residing in the Dwelling Unit at all times that the Resident is present. For purposes of this Article, "Family member" shall refer to a relative within the third degree of consanguinity by blood or marriage.

Section 11.2 Terms of Lease and Premises Leased. No Unit may be leased for a period of less than thirty (30) continuous days nor more than one (1) time in any twelve (12) month period. However, if a Tenant defaults under the terms of a lease and the lease is therefore prematurely terminated, the Board may, in its sole discretion, permit another lease within such twelve (12) month period even if such lease would result in more than one (1) lease in a twelve (12) month period. The maximum lease term shall be two (2) years, provided that leases may be renewed or extended with prior Board approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing," "room for rent," and subleasing are prohibited. No Owner, their heirs, successors and/or assigns shall do anything to cause the Neighborhood Association to be defined as a public lodging establishment or other transient establishment under Federal or Florida law. No Owner nor anyone on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates or suggests that a Unit may be leased for any period less than thirty (30) continuous days or more than two (2) years, a Unit may be leased more than one (1) time in any twelve (12) month period, anything less than the entire Dwelling Unit may be leased, separate rooms within the Dwelling Unit may be leased separately, or a Dwelling Unit may be leased on a timeshare basis. Publication of daily or weekly rates for lease of a Unit shall constitute a violation of this provision.

Section 11.3 Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. Subject to the Family member and Owner-occupied exceptions set forth above, no person may occupy a Unit as a Tenant, Family member of a Tenant, or Resident without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Unit as a condition for approval. The Board may also require and obtain a credit report and/or a criminal background report on all proposed Residents of any Unit. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the Tenant(s) and all Residents and Occupants without securing consent to such eviction from the Owner.

Section 11.4 Neighborhood Association Fee. The Neighborhood Association may charge the Owner or Tenant seeking approval of a lease of a Unit an application fee for each Tenant and Resident in an amount determined by the Board but not exceeding the maximum permitted by law per transaction.

Section 11.5 Approval Process. Any Owner intending to lease his Unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the lease. Applications for approval of a renewal or extension of a lease agreement shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. The Neighborhood Association shall have the duty to approve or disapprove all proposed leases and any renewals or extensions of lease agreements within thirty (30) days of receipt of all information and fees required by the Neighborhood Association and an interview (if requested by the Board), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days of receipt of all information and fees required by the Neighborhood Association and an interview (if requested by the Board) shall be deemed approved.

Section 11.6 Disapproval. If the Neighborhood Association disapproves a proposed lease or renewal or extension, the lease shall not be made, renewed or extended. The Neighborhood Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

A. The person seeking approval (which shall hereinafter include all proposed Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

(1) A capital, first or second degree felony involving violence to persons within the past ten (10) years;

(2) A first or second degree felony involving illegal drugs within the past ten (10) years;

(3) Any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

(4) A felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

B. The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when so labeled;

C. The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

D. The application for approval on its face, facts discovered in connection with the Neighborhood Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the Unit prior to approval by the Neighborhood Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents;

E. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in the Neighborhood as an Owner, Tenant, Resident or Occupant of a Unit;

F. The Owner or person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process;

G. The Owner has a history of leasing the Unit in violation of the leasing requirements set forth in this Declaration, including but not limited to failing to seek Board approval prior to allowing the Tenant to take possession of the Unit or leasing the Unit for periods of less than thirty (30) continuous days.

H. The Owner has a history of publishing or causing to be published any advertisement, notice, solicitation, or communication in violation of this Article.

I. All Neighborhood Assessments, fines and other charges and monetary obligations against the Unit and/or Owner have not been paid in full.

Section 11.7 Lease and Lease Addendum. The Board shall have the authority to promulgate a uniform form of lease or lease addendum. All leases shall include a lease addendum, if so promulgated by the Board. Said lease addendum and all other leases will

provide, or be deemed to provide, that the Tenants and all Residents have read and agreed to be bound by the Governing Documents. The lease addendum and other leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant (which reference to Tenant herein shall include all Residents, Occupants, Guests and Invitees) to eviction as well as any other remedy afforded by the Governing Documents or Florida law.

Section 11.8 Tenant Conduct; Remedies. If a Tenant (which reference to Tenant herein shall include all Residents, Occupants, Guests and Invitees) fails to abide by the Governing Documents, the Owner shall be responsible for the conduct of the Tenant and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Neighborhood Association as to the Tenant. The Owner shall have the duty to bring his or her Tenant's conduct into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure where legally permissible. If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Neighborhood Association, or in other circumstances as may be determined by the Board, the Neighborhood Association shall have the authority, but not the obligation, to act as agent of the Owner to undertake whatever action is necessary to abate the Tenant's noncompliance with the Governing Documents, including without limitation the right to institute an action for eviction against the Tenant in the name of the Neighborhood Association in its own right, or as agent of the Owner.

In addition to the foregoing right of the Neighborhood Association to institute an action for eviction for failure of a Tenant to abide by the Governing Documents, the Neighborhood Association shall also have the right, but not the obligation, to act as agent of the Owner to institute an action for eviction against the Tenant in the name of the Neighborhood Association in its own right, or as agent of the Owner, in the instance that the Tenant, during the term of the lease or any renewal or extension thereof, commits any act that, if committed prior to the start of the lease, would allow the Neighborhood Association to deny the lease application. Without limiting the generality of the foregoing, the Neighborhood Association shall have the right to institute an action for eviction against the Tenant if the Tenant is convicted of any felony set forth in this Article, is labeled a sexual offender or a sexual predator, or is placed on probation or community control for any felony. The Neighborhood Association shall have no duty to provide the Owner with the right to take action before the Neighborhood Association can institute eviction proceedings in this instance.

The Neighborhood Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions from the Owner as a Charge, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien.

Section 11.9 Attachment of Rental Income When Unit is Delinquent. The lease addendum and all other leases will also provide, or be deemed to provide, that the Neighborhood Association shall have the authority to direct that all rental income related to the Unit be paid to

the Neighborhood Association until all monetary obligations of the Owner related to the Unit have been paid in full to the Neighborhood Association, including but not limited to all past due Neighborhood Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

Section 11.10 Continued Liability of Owner. The liability of the Owner under the Governing Documents and the Act shall continue notwithstanding the fact that he or she may have leased his or her interest in the Unit.

Section 11.11 Leased Units on Effective Date. The approval requirements set forth herein shall apply to the extension or renewal of any lease in effect as of the effective date of this provision, which shall be the date of recording in the Public Records of Lee County, Florida (the "Effective Date"), and any new leases entered into after the Effective Date and all extensions and renewals thereof. Notwithstanding the delayed implementation of the Board approval requirement set forth herein relative to current leases occupied by the Tenant under the current lease on the Effective Date, all Tenants, Residents, Occupants, Guests and Invitees residing in the Dwelling Unit shall, at all times after the Effective Date, be subject to the "Tenant Conduct; Remedies" provision of this Article.

ARTICLE XII COMPLIANCE AND ENFORCEMENT

Section 12.1 Compliance. The protective covenants, conditions, restrictions and other provisions of the Act and the Governing Documents promulgated by the Neighborhood Association shall apply to all Owners, as well as to any other person occupying any Unit as a Resident (either Owner or Tenant), and the members of their Family, and all of their Occupants, Guests and Invitees. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Act or the Governing Documents shall not in any way act to limit or divest the Neighborhood Association of the power to enforce these provisions. Each Owner shall be jointly and severally responsible for any and all violations by his or her Family, Tenants, Residents, Occupants, Guests or Invitees, and by the Family members, Guests and Invitees of his or her Tenants, and by any other persons in the Neighborhood with his or her express or implied permission, at any time.

Section 12.2 Right to Sue. Actions for damages or for injunctive relief, or both, for failure to comply with the protective covenants, conditions, restrictions and other provisions of the Act or the Governing Documents may be brought by the Neighborhood Association or by an Owner against:

- A. The Neighborhood Association;
- B. An Owner; or
- C. Anyone who occupies a Unit as an Owner, Family member, Tenant, Resident, Occupant, Guest or Invitee.

Section 12.3 Fining and Suspension. Pursuant to the Act, the Neighborhood Association is authorized to impose reasonable fines against and suspend Neighborhood Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents. A fine may not exceed One Hundred Dollars (\$100.00) per violation, or any other amount as allowable by law. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Five Thousand Dollars (\$5,000.00) in the aggregate, or any other amount as allowable by law. Fines of One Thousand Dollars (\$1,000.00) or more may become a lien against the Unit. No fine shall be imposed by the Board without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Neighborhood Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Neighborhood Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner. The Board may establish additional rules or procedures as it deems appropriate to ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Neighborhood Association shall operate as required by the Act.

Section 12.4 Self-Help Remedy. Violation of any of the protective covenants, conditions, restrictions and other provisions of the Act or the Governing Documents shall give to the Neighborhood Association the right, but not the obligation, during reasonable hours and after reasonable notice, to enter upon the Unit upon or as to which such violation exists, and to summarily abate and/or remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof. Entry onto a Unit for this purpose shall not be deemed a trespass. The Neighborhood Association may assess the costs of abating and/or removing the violation against the Unit and the Owner as a Charge, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien.

Section 12.5 Costs of Enforcement. In the event the Neighborhood Association is required to expend any sum to enforce the protective covenants, conditions, restrictions and other provisions of the Act or the Governing Documents or to perform the duties of any Owner pursuant to the Act or the Governing Documents based upon the non-performance of said duties by an Owner, the Neighborhood Association may assess said costs against the Unit and the Owner as a Charge, which shall be secured by a Lien for Charges, secured in the same manner, and foreclosed in the same fashion as the Neighborhood Assessment lien.

Section 12.6 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner, Family member, Tenant, Resident, Occupant, Guest, Invitee or the Neighborhood Association to comply with the requirements of the Act or the Governing Documents, the

prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees incurred before trial, at trial and on appeal, including any proceedings relative to entitlement to or amount of reasonable attorneys' fees.

Section 12.7 No Election of Remedies. All rights, remedies and privileges granted to the Neighborhood Association or Owners under any terms, provisions, covenants, or conditions of the Act or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, or at law or in equity.

Section 12.8 Waiver of Application of Governing Documents. The Neighborhood Association shall have the right to waive the application of one or more of the covenants or restrictions of the Governing Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Neighborhood Association fails to enforce said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Neighborhood Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Governing Documents as same may be applied in the future.

ARTICLE XIII AMENDMENTS

Except as elsewhere provided herein, this Declaration may be amended in the following manner:

Section 13.1 Proposal of Amendments. An amendment may be proposed by the President of the Neighborhood Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

Section 13.2 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted at a duly noticed meeting at which a quorum is present by a vote of two-thirds (2/3) of the Voting Interests of the Neighborhood Association present, in person or by proxy, and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3) of the Voting Interests of the Neighborhood Association. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by an Officer of the Neighborhood Association, upon Board approval, without need for a Neighborhood Association membership vote.

Section 13.3 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records.

Section 13.4 Automatic Amendment. Whenever Chapter 607, Chapter 617, Chapter 720 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in the Governing Documents, the Board may operate the Neighborhood Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Members, may adopt by majority vote, amendments to the Governing Documents as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and 720 of the Florida Statutes, or other statutes or administrative regulations regulating the operation of the Neighborhood Association.

Section 13.5 South Florida Water Management District Approval. Any amendment proposed to this Declaration which would affect the Surface Water Management System will be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the SFWMD Permit. If a modification is necessary, the South Florida Water Management District will so advise the Neighborhood Association.

ARTICLE XIV ADDITIONAL EASEMENTS

Section 14.1 Easement for Encroachments. All of the Neighborhood shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Property or improvements contiguous thereto, or caused by minor inaccuracies in building or rebuilding of such improvements or for the encroachment of common facilities upon Units. The above easements shall continue until such encroachments no longer exist.

Section 14.2 Maintenance Easements. There shall be easements for maintenance and repair of any Dwelling Unit or Improvement over and across the abutting Unit on its zero lot line side, if any, in favor of the Owner of the Dwelling Unit provided the easement does not extend beyond ten feet (10') from the Owner's property line and that maintenance and repair is conducted in a reasonable, timely manner, with reasonable notice to the neighbor, and during reasonable hours, and further provided that the Owner is responsible for the cost of any damage or other liability arising from such maintenance and repair activities.

Section 14.3 Easements for Utility Connection. Every Owner shall have the right to connect and make use of utility lines, wires, pipes, conduits, cable television lines, sewers, irrigation, and drainage lines which may from time to time be in or along the Neighborhood Common Area adjacent to such Owner's Unit, and which are intended for such Owner's use.

Section 14.4 Easement for District Maintenance. The Neighborhood Association, if requested, shall grant to the District by separate instruments easements through the Neighborhood for ingress, egress and access for maintenance of any portions of the Neighborhood which the District is or may be required to maintain. Such easements shall be subject to the obligation of the District to repair any damage it may cause as a result of its use of such easements.

Section 14.5 Easement for Neighborhood Association. Easements through the Neighborhood are hereby granted to the Neighborhood Association for ingress, egress, and access for maintenance of any portions of the Property which the Neighborhood Association is or may be required to maintain, and for such other proper purposes of the Neighborhood Association, which activities shall be carried out to the extent reasonably practicable with due regard for the property and privacy rights of the Owners. Each Owner acknowledges and recognizes that any officer or agent of the Neighborhood Association shall have the irrevocable right to have access to each Unit and Dwelling Unit from time to time during reasonable hours as may be necessary for emergency repairs to prevent damage to the Neighborhood Common Areas or to another Unit or Dwelling Unit.

Section 14.6 Overhang Easements. Easements for encroachment, maintenance and repair of the building overhang of any building over and across the abutting Unit in favor of the Owner of the building with the overhang shall exist provided the overhang does not extend beyond three feet (3') from the Owner's property line and that the maintenance and repair is conducted in a reasonable manner and during reasonable hours.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Duration and Termination of Declaration. The protective covenants, conditions, restrictions and other provisions of this Declaration are to run with the land and shall be binding on all Owners and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten (10) years unless at any time before the expiration of a ten (10) year period an instrument terminating them is signed by two-thirds (2/3) of the Voting Interests and recorded in the Public Records of Lee County, Florida. Such instrument shall become effective immediately upon recordation in the Public Records, provided no termination shall occur which would affect the Surface Water Management System and the maintenance thereof unless approved by the South Florida Water Management District, its successors or assigns.

Section 15.2 Severability. If any provision of the Governing Documents is held to be invalid in whole or in part by any court of competent jurisdiction, such holding shall in no way affect the validity of the remaining provisions of the Governing Documents, all of which shall remain in full force and effect, and such holding shall be limited to its most narrow application.

Section 15.3 Rule Against Perpetuities. In the event any court should hereafter determine any provisions as originally drafted herein are in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Neighborhood Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the signatories hereof.

Section 15.4 Notices. Except as provided specifically by law, notices to the Neighborhood Association required or desired hereunder or in the Bylaws may be sent by first class mail or hand delivery to the Neighborhood Association's principal address on file with the Florida Department of State, Division of Corporations, or such other address as may be designated in writing by the Neighborhood Association to the Owners, from time to time. Except as provided specifically by law, notices to any Owner may be sent by first class mail, hand delivery or electronic transmission to the address as may be designated in writing by him or her to the Neighborhood Association from time to time. Notices to any Owner will conclusively be deemed to have been delivered to the Owner when posted in the United States mail, postage prepaid and addressed to the last known Owner at his or her last known address, hand delivered to the last known Owner at his or her last known address, or sent by electronic transmission to the last known Owner to his or her last known e-mail address. It will be the sole responsibility of an Owner to notify the Neighborhood Association in writing of the Owner's name and address and any changes in either. In any event, the failure of the Owner to receive any notice will not affect the validity or due date thereof if so posted or delivered.

Section 15.5 Disclaimer of Neighborhood Association Liability. Notwithstanding the duty of the Neighborhood Association to maintain and repair parts of the Property, the Neighborhood Association shall not be liable to Owners for injury or damage caused by any latent condition of the Property, other than for the cost of maintenance and repair if responsible for same. Further, the Neighborhood Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, regardless of whether or not the same shall have been approved by the Neighborhood Association pursuant to the provisions hereof. Notwithstanding anything contained herein or in the Governing Documents, the Neighborhood Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner. Without limiting the generality of the foregoing:

A. It is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Neighborhood Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

B. The Neighborhood Association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County and/or any other jurisdiction or the prevention of tortious activities.

C. By acceptance of title to a Unit, each Owner acknowledges that the Property, including without limitation water bodies, may contain wildlife including but not limited to alligators, bears, panthers, bobcats, wild boar and snakes. This wildlife may pose a threat to persons, pets and property, but the Neighborhood Association shall have no duty to protect against, and does not in any manner warrant or insure against, any death, injury or

damage caused by such wildlife. Furthermore, the Neighborhood Association shall have no responsibility for monitoring such wildlife or notifying Owners or other persons of the presence of such wildlife. All Owners, Tenants, and other Residents and their families, Guests, Invitees and Licensees are individually responsible for their own safety. Wildlife should not be approached, molested or fed.

D. Any provisions of the Governing Documents setting forth the uses of Neighborhood Assessments that relate to health, safety and/or welfare shall be interpreted and applied only as limitations on or enabling authority for the uses of Neighborhood Assessment funds and not as creating a duty of the Neighborhood Association to protect or further the health, safety or welfare of any person, even if Neighborhood Assessment funds are chosen to be used for any such reason.

E. Each Owner may, at Owner's election, have installed in such Owner's Dwelling Unit, at Owner's expense, an electronic alarm system, which may be designed so that it is capable of being monitored by a remote central station. It shall be the Owner's responsibility to maintain the system in full operational condition. The Neighborhood Association is not liable for any harm, damage, or loss arising from the operation of the system or its failure to operate. Any warranty or liability for the system's design, installation, operation, or monitoring shall be between the owner and the contractor(s) and supplier(s) for the system. No guarantee of its effectiveness is made by any party.

As used in this Section, "Neighborhood Association" shall include within its meaning all of the Neighborhood Association's Directors, Officers, Committee and Board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. Each Owner (by virtue of his or her acceptance of title) 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 making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Neighborhood Association arising from or connected with any matter for which the liability of the Neighborhood Association has been disclaimed in this Section.

Section 15.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Governing Documents, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in the County.

Section 15.7 Conflicts. In the event any inconsistencies exist among the provisions herein and the Articles of Incorporation and Bylaws, the provisions herein shall be controlling overall and the provisions of the Articles of Incorporation shall control over those of the Bylaws.

Section 15.8 Exhibits. There are hereby incorporated within the Declaration any materials contained in the exhibits annexed hereto.

Section 15.9 Singular, Plural and Gender. Whenever in the Governing Documents the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

Section 15.10 Headings. The headings herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

Section 15.11 Signature of President and Secretary. Wherever the signature of the President of the Neighborhood Association is required hereunder and the President is not available, the signature of a Vice President may be substituted therefore, and wherever the signature of the Secretary of the Neighborhood Association is required hereunder and the Secretary is not available, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Neighborhood Association in two separate capacities.

Section 15.12 Waiver. No provisions contained in the Governing Documents shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur. The failure of the Board or any Officers of the Neighborhood Association to comply with any terms and provisions of the Governing Documents that relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a Member of the Neighborhood Association within thirty (30) days after the Member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all Members who received notice of the meeting and failed to object to such defect at the meeting.

Section 15.13 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise), and each Resident, by reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all the provisions of the Governing Documents are fair and reasonable in all material respects.

Section 15.14 Heirs, Successors and Assigns. These Governing Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Owners.

Section 15.15 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Governing Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by the Neighborhood Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish that the interpretation is valid.

Section 15.16 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Neighborhood Association may make reasonable

accommodations, including reasonable waiver of the covenants and restrictions of the Governing Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Neighborhood, or to comply with other legal requirements.

15761598_5

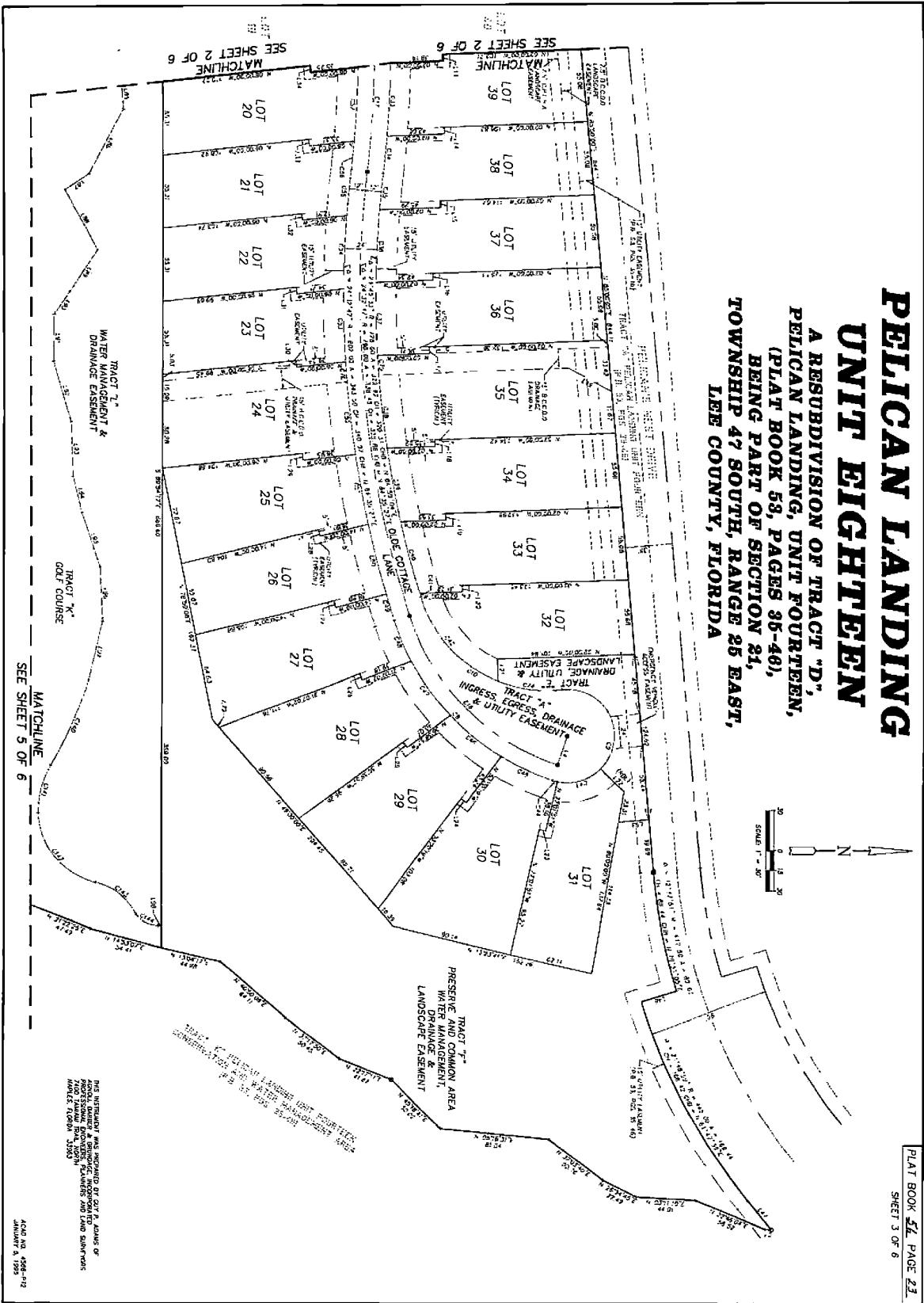


Exhibit "A" to Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements

(Plat)

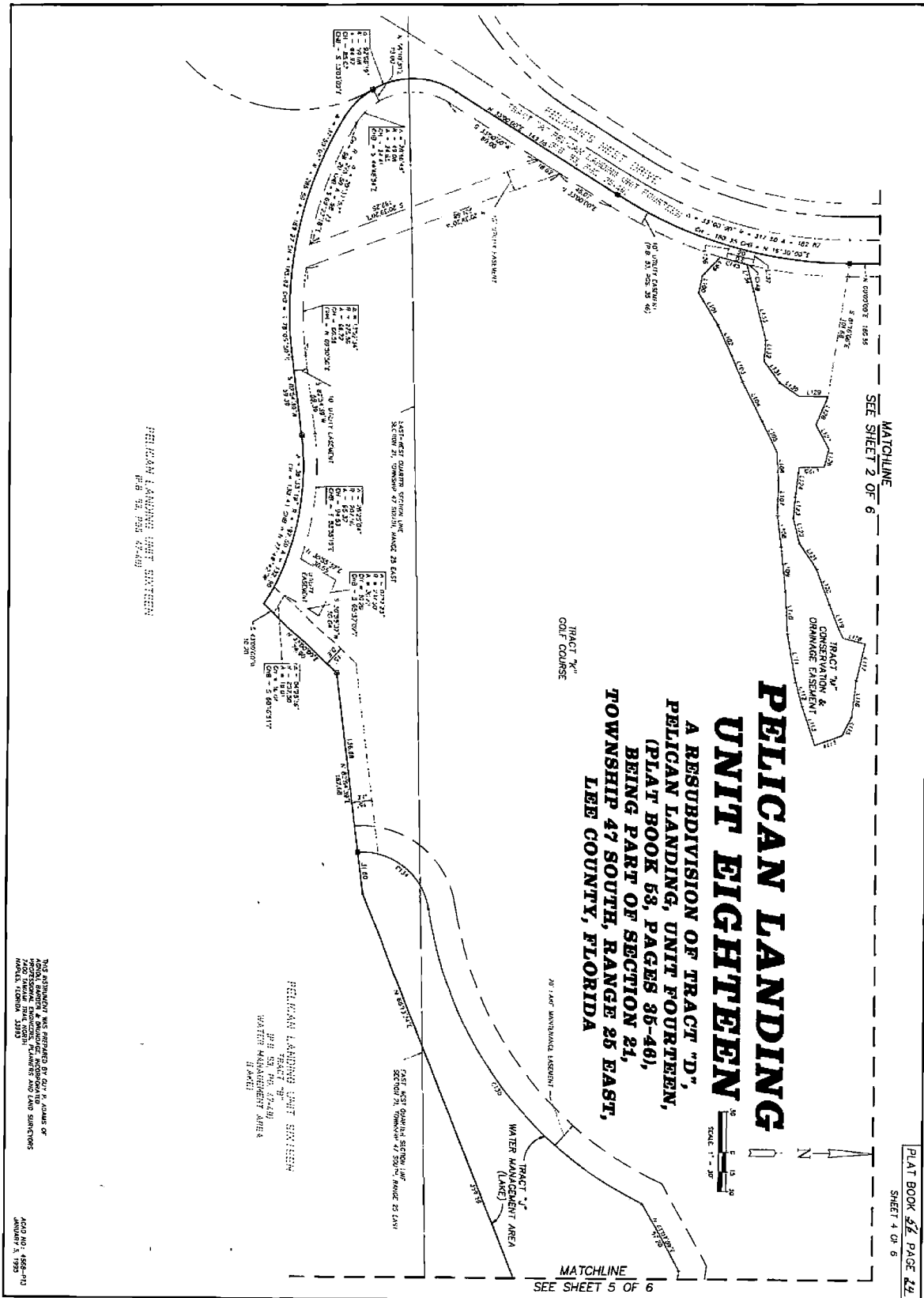
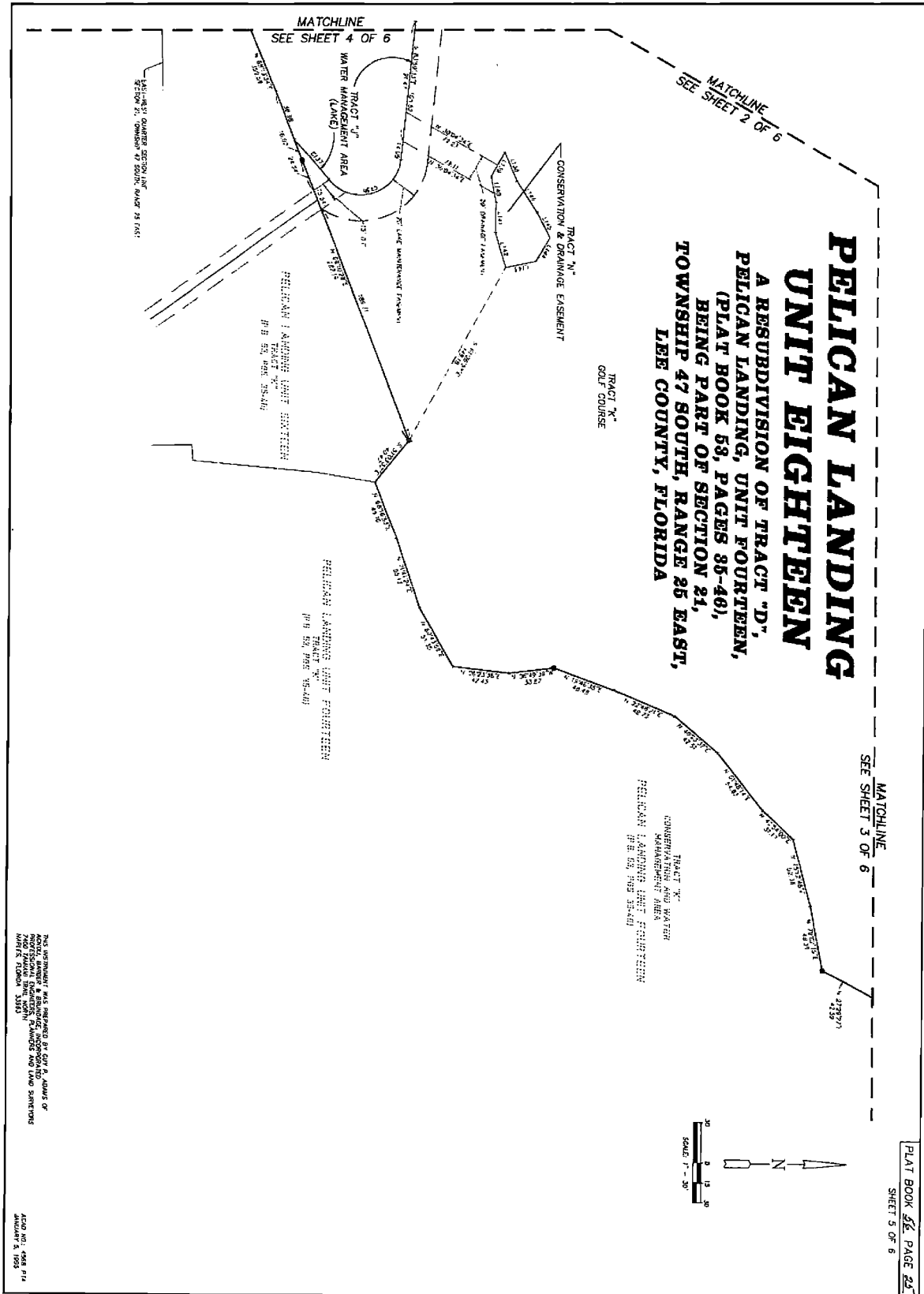


Exhibit "A" to Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements (Plat) Page 4 of 6



PELICAN LANDING UNIT EIGHTEEN

A RESUBDIVISION OF TRACT "D",
PELICAN LANDING, UNIT FOURTEEN,
(PLAT BOOK 58, PAGES 85-86),
BEING PART OF SECTION 21,
TOWNSHIP 47 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

TRACT	AREA (SQ. FT.)	USE
1	8,394	RESIDENTIAL
2	8,394	RESIDENTIAL
3	8,394	RESIDENTIAL
4	8,394	RESIDENTIAL
5	8,394	RESIDENTIAL
6	8,394	RESIDENTIAL
7	8,394	RESIDENTIAL
8	8,394	RESIDENTIAL
9	8,394	RESIDENTIAL
10	8,394	RESIDENTIAL
11	8,394	RESIDENTIAL
12	8,394	RESIDENTIAL
13	8,394	RESIDENTIAL
14	8,394	RESIDENTIAL
15	8,394	RESIDENTIAL
16	8,394	RESIDENTIAL
17	8,394	RESIDENTIAL
18	8,394	RESIDENTIAL
19	8,394	RESIDENTIAL
20	8,394	RESIDENTIAL
21	8,394	RESIDENTIAL
22	8,394	RESIDENTIAL
23	8,394	RESIDENTIAL
24	8,394	RESIDENTIAL
25	8,394	RESIDENTIAL
26	8,394	RESIDENTIAL
27	8,394	RESIDENTIAL
28	8,394	RESIDENTIAL
29	8,394	RESIDENTIAL
30	8,394	RESIDENTIAL
31	8,394	RESIDENTIAL
32	8,394	RESIDENTIAL
33	8,394	RESIDENTIAL
34	8,394	RESIDENTIAL
35	8,394	RESIDENTIAL
36	8,394	RESIDENTIAL
37	8,394	RESIDENTIAL
38	8,394	RESIDENTIAL
39	8,394	RESIDENTIAL
40	8,394	RESIDENTIAL

TRACT	AREA (SQ. FT.)	USE
1	8,394	RESIDENTIAL
2	8,394	RESIDENTIAL
3	8,394	RESIDENTIAL
4	8,394	RESIDENTIAL
5	8,394	RESIDENTIAL
6	8,394	RESIDENTIAL
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8	8,394	RESIDENTIAL
9	8,394	RESIDENTIAL
10	8,394	RESIDENTIAL
11	8,394	RESIDENTIAL
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29	8,394	RESIDENTIAL
30	8,394	RESIDENTIAL
31	8,394	RESIDENTIAL
32	8,394	RESIDENTIAL
33	8,394	RESIDENTIAL
34	8,394	RESIDENTIAL
35	8,394	RESIDENTIAL
36	8,394	RESIDENTIAL
37	8,394	RESIDENTIAL
38	8,394	RESIDENTIAL
39	8,394	RESIDENTIAL
40	8,394	RESIDENTIAL

TOTAL TRACT AREA = 336,516 (SQ. FT.) (8,394 AC)

TOTAL LOT AREA = 336,516 (SQ. FT.) (8,394 AC)

TOTAL TRACT AREA = 336,516 (SQ. FT.) (8,394 AC)

TOTAL LOT AREA = 336,516 (SQ. FT.) (8,394 AC)

TOTAL TRACT AREA = 336,516 (SQ. FT.) (8,394 AC)

TOTAL LOT AREA = 336,516 (SQ. FT.) (8,394 AC)

THIS INSTRUMENT WAS PREPARED BY GUY R. ADAMS OF
PROFESSIONAL ENGINEERING SURVEYING AND LAND SURVEYS
IN THE COUNTY OF LEE, FLORIDA, LICENSE NO. 13903

LOAD NO. 4 482 WK
JANUARY 4, 1993

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of THE COTTAGES AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N94000004437.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-fifth day of October, 2019



CR2E022 (01-11)

Laurel M. Lee

Secretary of State



FLORIDA DEPARTMENT OF STATE

**THE ATTACHED COPIES ARE
THE BEST AVAILABLE.**

**SOME OR ALL OF THE ORIGINAL
DOCUMENTS SUBMITTED FOR
FILING WERE NOT SUITABLE FOR
MICROFILMING.**

ARTICLES OF INCORPORATION
of
THE COTTAGES AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.
(a Florida corporation not for profit)

FILED
1991 SEP -9 11 7:40
TALLASSEE, FLORIDA

ARTICLE I
NAME, ADDRESS, AND DEFINITIONS

The name of this corporation shall be **THE COTTAGES AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.**, ("Neighborhood Association"). The street address and mailing address of the initial principal office of the corporation is: 801 Laurel Oak Drive, Suite 102, Naples, FL 33963.

The following words when used in these Articles of Incorporation shall have the following meanings.

1.1 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Neighborhood Association.

1.2 "Declarant" means and refers to Pelican Landing Communities, Inc., a Florida corporation, its successors and assigns.

1.3 "General Covenants" shall mean the Amended and Restated Declaration and General Protective Covenants for Pelican Landing recorded in Official Records Book 2196 at Pages 1873 through 2026, inclusive, of the Public Records of Lee County, Florida, as amended and supplemented.

1.4 "Neighborhood" shall mean and refer to the real property subject to these Neighborhood Covenants, more particularly described in Exhibit "A" attached hereto to be known as The Cottages at Pelican Landing.

1.5 "Neighborhood Covenants" shall mean and refer to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing Neighborhood, recorded in the Public Records of Lee County, Florida.

1.6 "Owner" shall mean and refer to every person or persons, or entity or entities, who are record owners of a fee simple interest in any Unit or portion thereof, in The Cottages at Pelican Landing, their heirs, legal representatives, successors or assigns.

1.7 "Unit" shall mean a planned site for a Dwelling Unit in the Neighborhood, or any quantity of land so designated by Declarant. The term Unit shall also include any fixtures, structures, or improvements located on such Unit, except any trees planted by Declarant on such Unit prior to Declarant's conveyance of the Unit to an Owner.

**ARTICLE 2
PURPOSES**

The general nature, objects and purposes of the Neighborhood Association are:

2.1 To provide maintenance, landscaping and irrigation for portions of the Neighborhood subject to the Neighborhood Covenants.

2.2 To provide, purchase, construct, improve, maintain, repair, replace and operate landscaping and community identification features, including without limitation mailboxes, entrance features and water features, and associated lighting and irrigation systems on, upon, over and under those portions of the Neighborhood identified for such purposes in the Neighborhood Covenants, or by separate instrument executed by Declarant and recorded in the Public Records of Lee County, Florida.

2.3 To provide, purchase, construct, improve, maintain, repair, replace and operate (i) a paved roadway system and associated drainage facilities on, upon, over and under Tract "A" shown on the Plat of The Cottages at Pelican Landing; (ii) drainage facilities on, upon, over and under the Drainage Easements shown on the Plat of The Cottages at Pelican Landing; and (iii) street lights in the Neighborhood.

2.4 To operate, without profit, for the sole and exclusive benefit of its members.

2.5 To enter into easement agreements or other use or possessory agreements whereby the Neighborhood Association may obtain the use or possession of certain real property not owned by it and to maintain and pay for the insurance, administration, upkeep, repair, replacement and maintenance of such property.

2.6 To do anything or serve any purpose provided for it in the Neighborhood Covenants, including without limitation, enforcement of use restrictions and architectural or design controls as may be provided therein.

**ARTICLE 3
GENERAL POWERS**

The general powers that the Neighborhood Association shall have are as follows:

3.1 To collect, hold, and disburse funds solely and exclusive for the benefit of the members for purposes set forth in these Articles of Incorporation.

3.2 To promulgate and enforce rules, regulations, and agreements to effectuate the purposes for which the Neighborhood Association is organized, and the Neighborhood Covenants are promulgated.

3.3 To delegate power or powers where such is deemed in the interest of the Neighborhood Association.

3.4 To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any or all of the activities and pursue any and all of the objects and purposes set forth in these Articles and not forbidden by the Laws of the State of Florida.

3.5 To make, levy and collect assessments against property in the Neighborhood to defray expenses and costs effectuating the objects and purposes of the Neighborhood Association, and to create reasonable reserves for such expenditures as deemed necessary, and to authorize its Board of Directors, in its discretion, to enter into agreements with banks in Florida or other organizations for the collection of such assessments.

3.6 To charge recipients for services rendered by the Neighborhood Association when such is deemed appropriate by the Board of Directors.

3.7 To pay taxes and other charges, if any, on or against property owned or accepted by the Neighborhood Association.

3.8 To take such actions as may be reasonably necessary to provide services contemplated or required by the Neighborhood Covenants, or otherwise consistent with the Neighborhood Covenants.

3.9 To engage the services of, and to pay for with funds of the Neighborhood Association, such administrative and clerical assistance, legal counsel, accounting and bookkeeping services and other professional or office service as is deemed appropriate by the Board of Directors.

3.10 In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as may be prohibited herein or in the Neighborhood Covenants.

3.11 Notwithstanding anything contained herein to the contrary, this Neighborhood Association shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage distribution of statements, nor shall members perform any such activities in the name of the Neighborhood Association.

**ARTICLE 4
MEMBERS**

Every Owner of a Unit shall be a member of the Neighborhood Association, and no Owner shall have more than one membership in the Association with respect to each Unit owned. Membership in the Neighborhood Association shall not be assignable, except to the successor in interest of the Owner's Unit, and every membership of an Owner in the Neighborhood Association shall be appurtenant to and inseparable from ownership of his or her Unit. Ownership of such Unit shall be the sole qualification of an Owner for membership in the Neighborhood Association.

**ARTICLE 5
VOTING AND ASSESSMENTS**

5.1 Subject to the restrictions and limitations hereinafter set forth, a member shall be entitled to one (1) vote for each Unit owned. When more than one person holds a fee interest in any one (1) Unit, all such persons shall be members, and the one (1) vote for such Unit shall be determined and exercised in the same manner as provided in Article III, Section 2(a) of the General Covenants, but in no event shall more than one (1) vote be cast with respect to any one (1) Unit. The affirmative vote of a majority of the votes of the members at any meeting of the members duly called at which a quorum is present, shall be binding upon the members.

5.2 Declarant shall have the right to appoint a majority of the Board of Directors until three (3) months after Declarant has delivered and conveyed title to all of the Units within the Neighborhood ("Turnover Date").

5.3 The Neighborhood Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Neighborhood Covenants, as supplemented by the provisions of the Articles of Incorporation and By-Laws of the Neighborhood Association relating thereto.

**ARTICLE 6
BOARD OF DIRECTORS**

6.1 The affairs of the Neighborhood Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) Directors. Initially, there shall be three (3) Directors. Declarant shall have the right to appoint a majority of the Board of Directors until the Turnover Date. So long as Declarant shall have the right to appoint members of the Board of Directors, Directors appointed by Declarant need not be members of the Neighborhood Association and need not be residents of the Neighborhood. All elected Directors shall be members of the Neighborhood Association. At the option of Declarant, members other than Declarant may be given the right to elect certain of the Directors while Declarant has the right to appoint a majority of the Board of Directors.

6.2 The first annual meeting of the members shall be held at the call of Declarant. Succeeding annual meetings shall be held in April of each year, or at such other time as may be provided in the By-Laws. At each annual meeting of the members an election for members of the Board of Directors shall be held for any Directors, if any, which Declarant does not appoint. Election shall be by plurality vote. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each succeeding annual election shall be for two (2) years expiring at the second annual election following their elections or appointments, and thereafter until their successors are elected. Elected Directors may be removed with or without cause by the affirmative vote of a majority of the members which elected them. In no event may a Board member appointed by Declarant be removed except by action of Declarant. Any Director appointed by Declarant shall serve at the pleasure of Declarant, and may be removed from office, and a successor Director appointed at any time by Declarant.

6.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected or appointed and have qualified, are as follows:

Timothy P. Byal, 801 Laurel Oak Dr., #102, Naples, FL 33963
Patricia L. Walker, 801 Laurel Oak Dr., #102, Naples, FL 33963
Christopher Hanson, 801 Laurel Oak Dr., #102, Naples, FL 33963

ARTICLE 7 OFFICERS

7.1 The Officers of the Neighborhood Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except for the President shall not be the Secretary or Treasurer. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws. Prior to the Turnover Date, Officers need not be Directors or members.

7.2 The names of the Officers who are to manage the affairs of the Neighborhood Association until the annual meeting of the Board of Directors to be held in the year 1994 and until their successors are duly elected and qualified are:

Timothy P. Byal, President
Christopher Hanson, Vice President
J. Wayne Falbey, Secretary
Patricia L. Walker, Treasurer

**ARTICLE 8
CORPORATE EXISTENCE**

The Neighborhood Association shall have perpetual existence.

**ARTICLE 9
BY-LAWS**

The Board of Directors may, from time to time, adopt, alter, amend or revise By-Laws not inconsistent with these Articles.

**ARTICLE 10
AMENDMENT TO ARTICLES OF INCORPORATION**

The Articles of Incorporation may be amended in the following manner:

10.1 The Board of Directors, by majority vote, shall adopt a Resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the members.

10.2 Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the members.

10.3 Such proposed Amendment must be submitted to and approved by the members at such meeting. Any number of Amendments may be submitted to the members and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the members entitled to vote thereon.

10.4 An Amendment to these Articles of Incorporation may be approved by a written statement signed by a majority of the members and all Directors eligible to vote as the case may be in lieu of either or both of the above-described steps.

10.5 Notwithstanding the foregoing, no amendment prior to the Turnover Date, and no amendment at any time affecting Pelican Landing Communities, Inc., a Florida corporation, or its successors or assigns, as Declarant of the Neighborhood Covenants, shall be effective without the prior written consent of Pelican Landing Communities, Inc., and/or its successors or assigns, as Declarant.

ARTICLE 11
SUBSCRIBERS

The name and address of the subscriber of these Articles is as follows:

J. Wayne Falbey, 801 Laurel Oak Drive, #500, Naples, FL 33963

ARTICLE 12
INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the extent permitted by law, every Director and every Officer of the Neighborhood Association (and the Directors and Officers as a group) shall be indemnified by the Neighborhood Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the Neighborhood Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled, whether by statute or common law. It is the express purpose hereof to provide the broadest indemnification available now or hereafter as provided by law subject only to the above limitation for willful misfeasance or malfeasance. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

ARTICLE 13
TRANSACTION IN WHICH OFFICERS OR
DIRECTORS ARE INTERESTED

13.1 No contract or transaction between the Neighborhood Association and one or more of its Directors or Officers, or between the Neighborhood Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Neighborhood Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

13.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE 14
DISSOLUTION OF THE NEIGHBORHOOD ASSOCIATION

14.1 Upon dissolution of the Neighborhood Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

(a) Real property contributed to the Neighborhood Association without the receipt of other than nominal consideration by Declarant (or its successor in interest) shall be returned to Declarant (whether or not a member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

(b) Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the Neighborhood Association to be appropriate for dedication and which the authority is willing to accept; and

(c) The remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with his voting rights.

14.2 The Neighborhood Association may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Directors; three-fourths (3/4) of the members; and the issuance thereafter of a decree of dissolution by a Circuit Judge as provided for in Section 617.05, Florida Statutes, as amended.

ARTICLE 15
DECLARATION

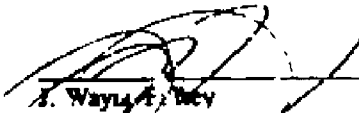
In the event of any conflict between the provisions of these Articles and the provisions of the Neighborhood Covenants, the provisions of the Neighborhood Covenants shall prevail.

ARTICLE 16
DESIGNATION OF REGISTERED AGENT

J. Wayne Falbey, is hereby designated as the Neighborhood Association's Registered Agent for service of process within the State of Florida, at 801 Laurel Oak Drive, #500, Naples, FL 33963.

8

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 12th day of September, 1994.



J. Wayne Falbey

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing Articles of Incorporation were acknowledged before me this 12th day of September, 1994, by J. Wayne Falbey who is personally known to me.




Notary Public



CONSENT OF REGISTERED AGENT

J. Wayne Falbey, of 801 Laurel Oak Drive, #500, Naples, FL 33963 hereby consents to his designation as Registered Agent in the foregoing Articles of Incorporation.

BY: 

J. Wayne Falbey

CERTIFICATE

The undersigned, being the duly elected and acting President of The Cottages at Pelican Landing Homeowners Association, Inc., hereby certifies that the following amendments were approved and adopted by the affirmative vote of a majority of the votes of the members entitled to vote thereon at a meeting held on July 7, 2000, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that the number of votes cast was sufficient for their amendment.

Executed this 6 day of September, 2000.

**THE COTTAGES AT PELICAN LANDING
HOMEOWNERS ASSOCIATION, INC.**

Denise P. Alves
Denise Alves, President
3601 Old Cottage Lane
Bonita Springs, FL 34134

FILED
00 SEP 25 AM 11:19
TALLAHASSEE, FLORIDA

Attest:

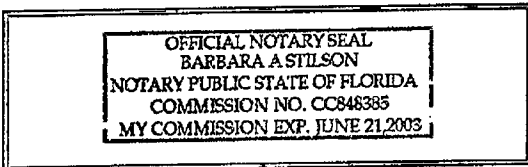
Peter Wojda
Peter Wojda, Secretary

(SEAL)

STATE OF FLORIDA

COUNTY OF Lee

Subscribed to before me this 6 day of September, 2000 by Denise Alves and Peter Wojda, President and Secretary, respectively, of The Cottages at Pelican Landing Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or did produce _____ as identification.



Barbara A. Stilson
Signature of Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

**AMENDMENTS TO THE ARTICLES OF INCORPORATION OF THE COTTAGES AT
PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.**

The Articles of Incorporation of The Cottages at Pelican Landing Homeowners' Association, Inc. shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

Article 6, Section 6.1 shall be amended as shown below:

ARTICLE 6
BOARD OF DIRECTORS

- 6.1 The affairs of the Neighborhood Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) Directors. Initially, there shall be three (3) Directors. ~~Declarant shall have the right to appoint a majority of the Board of Directors until the Turnover Date. So long as Declarant shall have the right to appoint members of the Board of Directors, Directors appointed by Declarant need not be members of the Neighborhood Association and need not be residents of the Neighborhood.~~ All elected Directors shall be members or spouses of members of the Neighborhood Association. ~~At the option of Declarant, members other than Declarant may be given the right to elect certain of the Directors while Declarant has the right to appoint a majority of the Board of Directors.~~

Article 7, Section 7.1 shall be amended as shown below:

ARTICLE 7
OFFICERS

- 7.1 The Officers of the Neighborhood Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except for the President shall not be the Secretary or Treasurer. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws. All Officers shall be members or spouses of members. ~~Prior to the Turnover Date, Officers need not be Directors or members.~~

**AMENDED AND RESTATED
BYLAWS
OF
THE COTTAGES AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.**

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**AMENDED AND RESTATED
BYLAWS
OF
THE COTTAGES AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.**

SUBSTANTIAL REWORDING OF BYLAWS - SEE CURRENT BYLAWS FOR PRESENT TEXT

**ARTICLE 1
GENERAL**

These are the Amended and Restated Bylaws of The Cottages at Pelican Landing Homeowners' Association, Inc. (the "Neighborhood Association"), a not-for-profit corporation organized under the laws of Florida for the purpose of administering and operating The Cottages at Pelican Landing (the "Neighborhood"), pursuant to the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes), as it may be amended from time to time, and as a homeowners' association pursuant to the Florida Homeowners' Association Act (Chapter 720, Florida Statutes), as it may be amended from time to time (the "Act").

Section 1.1 Office. The office of the Neighborhood Association shall be at the Neighborhood or elsewhere in the State of Florida as determined from time to time by the Board of Directors.

Section 1.2 Fiscal Year. The fiscal year of the Neighborhood Association shall be the calendar year or such other period as may be determined by the Board of Directors.

Section 1.3 Seal. A corporate seal for the Neighborhood Association may be adopted and may be changed by the Board of Directors and shall bear the abbreviated name of the Neighborhood Association, the word "Florida," the year of establishment, and shall identify the Neighborhood Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

Section 1.4 Definitions. The definitions set forth in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing, as amended or amended and restated from time to time (the "Declaration") and the Act shall apply to terms used in these Bylaws, except where the context would otherwise suggest or the term is otherwise defined herein.

**ARTICLE 2
MEMBERSHIP**

Section 2.1 Qualification. Every person or entity who is record owner of a fee or undivided fee interest in any Unit in the Neighborhood that is subject, by covenants of record, to assessment by the Neighborhood Association, but excluding persons or entities holding title

merely as security for performance of an obligation, shall be a Member of the Neighborhood Association. Membership shall become effective upon recording in the Public Records of Lee County, Florida, a deed or other instrument evidencing legal title to a Unit. The right of a Member to vote shall be appurtenant to and may not be separated from ownership of a Unit that is subject to assessment by the Neighborhood Association.

Section 2.2 Voting Interest. The Members of the Neighborhood Association are entitled to one (1) vote for each Unit owned by them. The total number of Voting Interests equals the total number of Units subject to the Declaration (i.e., 41). If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is owned in trust, any trustee of a trust shall be entitled to vote. If a Unit is owned by a limited liability company, any member, manager or officer may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Neighborhood Association designating some other person entitled to vote or if the Neighborhood Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. Suspension of voting rights shall not affect the basis for which Neighborhood Expenses are shared or Neighborhood Common Areas and Neighborhood Surplus owned. However, a Voting Interest or consent right allocated to a Unit or Member that has been suspended by the Neighborhood Association shall be subtracted from the total number of Voting Interests in the Neighborhood Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Act or pursuant to the Governing Documents.

Section 2.3 Termination of Membership. The termination of membership in the Neighborhood Association does not relieve or release any former Member from liability or obligations incurred under or in any way connected with the Neighborhood during the period of his membership, nor does it impair any rights or remedies that the Neighborhood Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE 3 MEMBERS' MEETINGS

Section 3.1 Annual Members' Meetings. The annual Members' meetings shall be held at a location in Lee County, Florida or at such other convenient location as may be

determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board of Directors, for the purpose of electing Directors and transacting any business authorized by the Act or the Governing Documents to be transacted by the Members.

Section 3.2 Special Members' Meetings. Special Members' meetings shall be held whenever called by the President, Vice-President or by the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from one-fourth (1/4) of the Voting Interests of the Neighborhood Association. Members' meetings to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Voting Interests of the Neighborhood Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 720.303(10)(c) of the Act.

Section 3.3 Notice of Members' Meetings. Notice of all Members' meetings, stating the time, date, and place of the meeting, shall be sent to each Member by U.S. regular mail, unless waived in writing, at least seven (7) days prior to the meeting, except as otherwise provided in Section 3.4 hereof. The Neighborhood Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Unit, and no matter how many other residences such Member may have. In the absence of written direction to the contrary, notices will be given to the address of the Unit. Hand delivery and notice by electronic transmission in a manner authorized by law of membership meetings is permissible. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. An Officer of the Neighborhood Association or other person providing notice shall execute an affidavit of mailing, which shall be retained in the official records of the Neighborhood Association as proof of such mailing. The notice of the annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Notice of specific meetings may be waived before or after a meeting, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his proxy holder's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 3.4 Board of Directors Election Meetings – Notice and Procedure. The regular election of Directors shall occur at the annual meeting.

A. Not less than 60 days before a scheduled election, the Neighborhood Association shall mail, or deliver, whether by separate Neighborhood Association mailing or included in another Neighborhood Association mailing or delivery including regularly published newsletters, to each Member entitled to vote, a first notice of the date of the election. Notice by electronic transmission in a manner authorized by law of membership meetings is permissible. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Neighborhood Association not less than 40 days before the scheduled election. Not less than 7 days before the election, the Neighborhood Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written ballot containing the names of all properly pre-qualified candidates that shall include an information sheet (if provided

by the candidate at least 35 days before the election), no larger than 8 ½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Neighborhood Association.

B. The type of ballot to be used in elections to the Board shall be as specified in Rules and Regulations established by the Board. In the event that no such Rules and Regulations have been established by the Board, elections to the Board must be by secret ballot. If secret ballots are used, Members returning paper ballots shall place the ballots in an inner envelope with no identifying markings and mail or deliver same to the Neighborhood Association in an outer envelope bearing identifying information reflecting the name of the Member, the Unit for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Unit, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted.

C. Regardless of the type of ballot used, if more than one ballot is submitted for a Unit, the ballots for that Unit shall be disqualified. All ballots must be received by the Neighborhood Association before the beginning of the annual meeting in order to be counted. Any vote by ballot received after the closing of the balloting may not be considered.

D. There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election.

E. Nominations from the floor shall not be accepted.

F. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held, and the pre-qualified candidates shall automatically become Members of the Board upon adjournment of the annual meeting. Notwithstanding the foregoing, where there are seats to be filled for different terms at the same annual meeting, those who will be seated shall agree amongst themselves who shall serve the lengthier term. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting. In the event those who will be seated cannot agree on which among them shall serve the lengthier term, an election shall be held. Those receiving the most votes will be elected to a lengthier term.

G. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No Member may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be elected. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier seat. A tie vote shall be broken by agreement among the candidates who are tied. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting. In

the event of a tie where the Directors cannot agree on which among them shall serve, or which shall serve the lengthier term where there are seats to be filled for different terms, the Board shall hold a “run-off” election, wherein those receiving the most votes will be elected or elected to the lengthier term as the case may be.

H. The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

Section 3.5 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least one-fourth (1/4) of the votes of the entire Voting Interests. After a quorum has been established at a Members’ meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

Section 3.6 Membership Approval. The acts approved by a majority of the votes cast, in person or by proxy, at a meeting at which a quorum has been attained shall be binding upon all Members for all purposes, except where otherwise provided by law or the Governing Documents.

Section 3.7 Electronic Voting. The Neighborhood Association may, but shall not be obligated to, provide Members with the option to vote on Neighborhood Association matters electronically in conformance with the Act and any rules and regulations adopted by the Board, both as amended from time to time. The decision whether to provide the option to vote electronically at any particular meeting or election shall rest solely with the Board.

Section 3.8 Proxies. Votes of Members at a duly authorized meeting at which a quorum has been attained may be cast in person, by proxy, or electronically as permitted by the Act and, if required, the Board resolution authorizing electronic voting. Proxies shall be in writing, signed by the Member and dated, and must be filed with the Neighborhood Association Secretary before or at the voter registration immediately preceding the meeting or adjournment thereof. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy.

Section 3.9 Adjourned Meetings. If any meeting of Members cannot be convened because a quorum has not been attained, or if insufficient Voting Interests are represented to approve a proposed item of Neighborhood Association business, or in any case where a majority of the Voting Interests present, in person or by proxy, so agree, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is

present, or enough votes can be cast to decide a question, or the meeting can be reconvened consistent with the intention of the Members in their approval of the adjournment.

Section 3.10 Order of Business at Annual Members' Meetings. The order of business at the annual Members' meetings and, as far as applicable, at all other Members' meetings shall be as follows, with the Board having discretion as to when Member Comment shall be allowed:

- A. Call to order by the President.
- B. Election of Chairman of the meeting, unless the President or Vice-President of the Neighborhood Association is present, then he shall preside.
- C. Calling of the roll, certifying of proxies and determination of a quorum.
- D. Proof of notice of meeting or waiver of notice.
- E. Reading of minutes and disposal of any unapproved minutes.
- F. Reports of Directors.
- G. Reports of Committees.
- H. Appointment of Inspectors of Election.
- I. Election of Directors.
- J. Unfinished Business.
- K. New Business.
- L. Adjournment.

Section 3.11 Right to Attend and Speak. Members have the right to attend all Members' meetings and to speak at any meeting during the Member Comment portion of the agenda. Additionally, the Chairman of the meeting may open any item on the agenda to comments by Members. Members shall have the right to speak for at least three (3) minutes on any item whether at the designated Member Comment portion of the Member meeting agenda or when comments are solicited from Members on an agenda item. Members may record meetings of the Members, but may not post such recordings on any website or other media that can be readily viewed by persons who are not Members of the Neighborhood Association. In order to maintain proper order and procedure at any meeting of the Neighborhood Association, the Board may adopt written reasonable rules regarding the right of Members to speak and governing the frequency, duration and other manner of Member statements.

Section 3.12 Action without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action that may be taken at any annual or special meeting of such Members, 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 requisite number of Voting Interests to approve the action.

ARTICLE 4 BOARD OF DIRECTORS

Section 4.1 Number and Qualifications. The affairs of the Neighborhood Association shall be governed by a Board composed of three (3) Directors. The number of Directors may be increased or decreased from time to time by the Board in any given year in advance of the date on which the first notice of the date of the election required by Section 3.4(A) must be mailed, delivered, or electronically transmitted, but in no event shall the number of Directors be less than three (3) or more than five (5). Any decision of the Board to increase or decrease the number of Directors shall be recorded in the minutes of the Board meeting at which the decision was made, and the number of Directors set at that time shall apply in all future years unless later changed by the Board as set forth in this Section. Directors must be Members or the spouse of a Member. In the case of multiple Owners of a Unit, only one Owner may serve as a Director of the Board at any given time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. When a Unit is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter, as described in Section 2.2, shall be eligible for Board service. Grantors, trustees and beneficiaries of trusts (provided that the beneficiary resides in the Dwelling Unit) and their spouses shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of a grantor, trustee or beneficiary of a trust, seeks candidacy and the grantor, trustee or beneficiary of the trust is not identified as such on the deed to the Unit, a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Neighborhood Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust.

Section 4.2 Staggered Terms. Each Director shall be elected to serve for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained, with two (2) Directors elected for two (2) year terms in odd years and one (1) Director elected for two (2) year terms in even years. Notwithstanding the foregoing, the Board may hold seats in future elections open for one or two-year terms, when necessary or appropriate, to maintain a staggered Directorate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier term. In the event of a tie relative to a particular seat or as to terms of different length, or where there is no election and there are seats to be filled for different terms, the decision on who will serve, or who will serve

the lengthier term, will be decided as set forth in Section 3.4 above. The term of each Director's service shall extend until his or her successor has been elected or appointed.

Section 4.3 Board Vacancies. Other than vacancies created by recall of a majority of the Board by the Members, vacancies on the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term, unless the Board votes to have the vacancy filled by a special election of the Members. When a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

Section 4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Act. A Director who ceases to be Member of the Neighborhood Association or an eligible entity representative, a Director who is more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation to the Neighborhood Association, or a Director who is convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this state, shall become ineligible for Board service on the date of such disqualification, delinquency or conviction, and his seat shall be deemed vacated as of that date. In addition to the foregoing, a Director charged by information or indictment with a felony theft or embezzlement offense involving the Neighborhood Association's funds or property shall be removed from office. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or Officer shall be reinstated for any remainder of his term of office. The Board shall fill the vacancy until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Neighborhood Association legal counsel, or the Neighborhood Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time is fixed in the resignation, and then from that date. Resignations need not be accepted by the Board to be effective and cannot be rescinded after being given, even if not effective until a later date. Any director who has three (3) consecutive unexcused absences from Board meetings is deemed to have voluntarily resigned from the Board and no written instrument need be provided for the Board to declare the seat vacated.

Section 4.5 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the Members.

Section 4.6 Regular Meetings of the Board. The Board shall meet periodically at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, by telephone or by electronic transmission, at least forty-eight (48) hours prior to the

day named for such meeting. Notwithstanding the foregoing, in the event a time and place is established for regular meetings by resolution of the Board, notice of such regular meetings is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following that is not a holiday, and no notice thereof need be given.

Section 4.7 Special Meetings of the Board. Special meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of a majority of the Directors. Except in an emergency, not less than forty-eight (48) hours' notice of the meeting shall be given to each Director personally, by mail, by telephone or by electronic transmission, which notice shall state the time, place and purpose of the meeting.

Section 4.8 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Any Director's presence at a meeting shall automatically constitute waiver of notice.

Section 4.9 Emergency Meetings of the Board. In the judgment of the President, an emergency meeting of the Board may be convened. However, upon convening the emergency meeting a majority of those Directors present must consent that an emergency situation exists that requires the Board to meet without the required notice to Members. Any action taken by the Board at an emergency meeting shall have the same authority and effect as action taken by the Board at a meeting properly noticed.

Section 4.10 Notice to Owners of Board Meetings. Subject to the exception for notice of regular meetings established by resolution of the Board as set forth in Section 4.6 hereof, notice of meetings shall be posted conspicuously in the Neighborhood at least forty-eight (48) continuous hours in advance of the meeting for the attention of Members, except in an emergency. Meetings at which Neighborhood Assessments will be levied shall specifically state that Neighborhood Assessments will be considered and the nature of the Neighborhood Assessments. Further, written notice of any meeting at which Special Assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed or delivered (including electronic transmission as provided by law) to the Members and posted conspicuously in the Neighborhood not less than fourteen (14) continuous days prior to the meeting.

Section 4.11 Owner Right to Speak at Board Meetings. The Board meetings shall be open to all Members to attend. Members may record meetings of the Board, but may not post such recordings on any website or other media that can be readily viewed by persons who are not Members of the Neighborhood Association. The Board shall ensure that meetings of the Board include an opportunity for Members to address the Board. The board may adopt written reasonable rules regarding the right of Members to address the Board. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be open to Member attendance.

Section 4.12 A Quorum at Board Meetings. A meeting of the Board of Directors shall require a majority of the Directors. The acts approved by a majority of Directors present

and voting at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a majority present, or if a quorum exists and a majority of the Directors so approve, the Directors present may adjourn the meeting, and no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13 Remote Participation. Nothing herein shall restrict or prohibit members of the Board of Directors from participating in a meeting of the Board by means of a conference telephone call or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence of a person at a meeting.

Section 4.14 Presiding Officer. The presiding Officer at Board meetings shall be the President if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

Section 4.15 Director Compensation. Unless approved by the Members as set forth in the Act, Directors shall serve without pay, but shall be entitled to reimbursement for expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing a Director as an agent or employee of the Neighborhood Association.

ARTICLE 5 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 5.1 Powers and Duties. All of the powers and duties of the Neighborhood Association existing under Florida law and the Governing Documents shall be exercised exclusively by the Board, or its duly authorized agents, contractors, or employees, subject only to the approval by Members when specifically required. Such powers of the Directors shall include, but shall not be limited to, the following:

A. To make and amend reasonable Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Dwelling Units, and Neighborhood Common Areas, including reasonable admission charges if deemed appropriate, and to enact rules, policies, and resolutions pertaining to the operation of the Neighborhood Association, subject to any limitations contained in the Declaration.

B. To make and collect Neighborhood Assessments against Members to defray the costs of the Neighborhood Association.

C. To use the proceeds of Neighborhood Assessments in the exercise of the Neighborhood Association's powers and duties.

D. To maintain, repair, replace, operate and improve the portions of the Neighborhood, as set forth in the Declaration.

E. To repair and reconstruct Neighborhood Common Areas after casualty and further improve the Neighborhood Common Areas.

F. To approve or disapprove the construction, reconstruction, and alteration of Improvements in the Neighborhood.

G. To enforce by legal means the provisions of applicable laws and the Governing Documents, and interpret the Governing Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary or contrary to law.

H. To contract for management, maintenance, and operation of the Neighborhood.

I. To pay taxes and assessments that are liens against any part of the Neighborhood, and to assess the same against the Units subject to such liens.

J. To procure and maintain adequate liability, hazard and other types of insurance on property owned by the Association.

K. To pay the cost of all power, water, sewer and other utility services rendered to the Neighborhood Association and not billed to individual Members.

L. To employ personnel for reasonable compensation and grant them such duties as deemed appropriate for proper administration of the purposes of the Neighborhood Association.

M. To bring suit and defend suits and other proceedings and exercise business judgment as to whether the interests of the Neighborhood Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

N. To make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, and purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration. The Directors may grant or modify easements and licenses over the Neighborhood necessary or desirable for proper operation of the Neighborhood.

O. To enter into contracts and incur liabilities.

P. To borrow money and mortgage, pledge, deed, trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Q. To enter into contracts for products and services, subject to limitations set forth in the Act.

R. Pursuant to the Act, to impose reasonable fines against and suspend Neighborhood Common Area use rights of any Member or any Members' tenant, guest, or invitee for the failure of the Owner or its occupant, licensee or invitee to comply with any provision of the Governing Documents. A fine may not exceed One Hundred Dollars (\$100.00) per violation, or any other amount as allowable by law. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Five Thousand Dollars (\$5,000.00) in the aggregate, or any other amount as allowable by law. Fines of One Thousand Dollars (\$1,000.00) or more may become a lien against the Unit. No fine shall be imposed by the Board without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not Officers, Directors, or employees of the Neighborhood Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Neighborhood Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner. The Board may establish additional rules or procedures as it deems appropriate to ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Neighborhood Association shall operate as required by the Act.

S. To appoint Committees and delegate to such Committees those powers and duties of the Neighborhood Association as the Board deems advisable. All Committees and Committee members shall serve at the pleasure of the Board. Committees of the Neighborhood Association required, by the Act, to operate as the Board is required to operate shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

Section 5.2 Emergency Powers. In the event of any emergency, the Board may exercise emergency powers as authorized by Section 617.0207, Florida Statutes, Section 617.0303, Florida Statutes, and the Act, all as amended from time to time. For purposes of this Section, an "emergency" exists only while the Neighborhood, or the immediate geographic area in which the Neighborhood is located, is subjected to:

- A.** a state of emergency declared by the President of the United States, the Governor of Florida, or law enforcement authorities;
- B.** a partial or complete evacuation order;
- C.** designation by federal or state government as a "disaster area";
- D.** a hurricane warning; or

E. a pandemic or catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as a contagious virus or other illness, earthquake, tidal wave, fire, hurricane, tropical storm, tornado, sink hole, breach of pond levee, war civil unrest, or acts of terrorism.

Without limiting the general emergency powers authorized by statute, the Board may exercise the following additional powers in the event of an emergency:

A. The Board may name assistant Officers, which assistant Officers shall have the same authority as the executive Officers to whom they are assisting during the period of the emergency, to accommodate the incapacity or unavailability of any Officer of the Association.

B. The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

C. During any emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.

D. The Board may hold meetings of the Members, the Board of Directors, and those committee whose meetings must be called and held in the same manner as a meeting of the Board of Directors virtually, only allowing for remote attendance and participation. Participating by such means shall constitute presence of a person at a meeting.

E. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

F. Any Officer, Director, or employee of the Association, acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws, shall incur no liability for doing so, except in the case of willful misconduct.

These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

ARTICLE 6 OFFICERS

Section 6.1 Executive Officers. The executive Officers of the Neighborhood Association shall be the President, a Vice President, a Secretary and a Treasurer, and such other officers as may be decided on by the Board, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary

or Treasurer. All Officers shall be Members or the spouse of a Member. The President and Vice President shall be Board members; the others need not be.

A. President. The President shall be chief executive officer of the Neighborhood Association. The President shall have all of the powers and duties that are usually vested in the office of President of a corporation.

B. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such powers and perform such other duties as shall be prescribed by the Directors.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Neighborhood Association together with their addresses, keep and have custody of the records of the Neighborhood Association, except those of the Treasurer, and perform such other duties as required by the Board. In addition to the foregoing, the Secretary is authorized to co-sign checks and promissory notes of the Neighborhood Association.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Neighborhood Association and may disburse such funds as directed by resolution of the Board of Directors. The Treasurer shall also keep proper books of accounts, cause an annual review of the Neighborhood Association books to be made by a third party within 90 days of the completion of each fiscal year, and may prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. However, the Treasurer may delegate any of his duties to a third party engaged by the Neighborhood Association to perform such functions so long as the Board authorizes such engagement and delegation of functions and the Treasurer periodically reviews the activities of the third party and reports to the Board at least three (3) times a year on the third party's activities. In addition to the foregoing, the Treasurer is authorized to co-sign checks and promissory notes of the Neighborhood Association.

Section 6.2 Resignations. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any other Officer or Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time is fixed in the resignation, and then from that date. Resignations need not be accepted by the Board to be effective and cannot be rescinded after being given, even if not effective until a later date.

Section 6.3 Officer Compensation. Unless approved by the Members as set forth in the Act, Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer as an agent or employee of the Neighborhood Association.

ARTICLE 7 INDEMNIFICATION

Section 7.1 Indemnity. The Neighborhood Association shall indemnify any Officer, Director, or committee member 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, by reason of the fact that he is or was a Director, Officer, or committee member of the Neighborhood Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Neighborhood Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. 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, of itself, create a presumption that the person failed to act in good faith and in a manner that he reasonably believed to be in or not opposed to the best interest of the Neighborhood Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Neighborhood Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Neighborhood Association.

Section 7.2 Defense. To the extent that a Director, Officer, or committee member of the Neighborhood Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1 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.

Section 7.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Neighborhood Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Neighborhood Association as authorized by this Article. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Neighborhood Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Neighborhood Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

Section 7.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Governing Document, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

Section 7.5 Insurance. The Neighborhood Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Neighborhood Association, or 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, or arising out of his status as such, whether or not the Neighborhood Association would have the duty to indemnify him against such liability under the provisions of this Article.

ARTICLE 8 MINUTES AND INSPECTION OF RECORDS

Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and these, plus records of all receipts and expenditures, and all other records of the Neighborhood Association shall be available for inspection by Members and Board members within ten (10) business days after receipt by the Board of a written request. The Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying. All other provisions of Section 720.303(4) and Section 720.303(5) of the Act are applicable.

ARTICLE 9 FISCAL MANAGEMENT

The provisions for fiscal management of the Neighborhood Association set forth in the Declaration shall be supplemented by the following provisions:

Section 9.1 Budget. A proposed annual budget that sets out the estimated Neighborhood Expenses for the next succeeding year shall be prepared by the Board of Directors. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget shall set out separately all fees or charges paid for by the Neighborhood Association for recreational amenities, whether owned by the Neighborhood Association or another person. The Directors shall have the authority to adopt the budget. Once adopted, the Neighborhood Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that, once the amended budget is adopted by the Board of Directors, the Neighborhood Association shall provide to each Member a copy of the amended budget or a written notice that a copy of the amended budget is available upon request at no charge to the Member.

Section 9.2 Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures, deferred maintenance or contingencies. Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves is restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

Section 9.3 Contingency Funds. In addition to the reserves provided in Section 9.2 above, or in place of them, the Board may establish one or more “contingency funds” for contingencies and operating expenses for the Neighborhood Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

Section 9.4 Annual Neighborhood Assessments. The shares of the Members of the Neighborhood Expenses shall be payable either monthly, quarterly or annually, as determined by the Board. Unless otherwise established by separate resolution of the Board, and except as otherwise provided herein, Annual Neighborhood Assessments shall be paid in four (4) equal quarterly installments, each being due on the first of January, April, July, and October; provided, however, that upon default in the payment of any one or more installments, the entire balance of said Neighborhood Assessments for that year may be accelerated at the option of the Board and be declared due and payable in full in addition to any interest, fees, and/or penalties pursuant to applicable law. The Annual Assessment shall become delinquent ten (10) days after the due date. The amounts due from each Member shall be not less than required to pay for necessary and budgeted expenditures and reserves incurred or anticipated. Failure to send or receive notice of the Annual Assessment shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and the Annual Assessment calculated, at which time any overage or shortage shall be added to or subtracted from each Unit’s next installment due.

Section 9.5 Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments may be adopted by the Board. Special Assessments are due on the day specified in the resolution or materials approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the meeting is provided to each Member and posted in a conspicuous location in the Neighborhood at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the proposed Special Assessment.

Section 9.6 Fidelity Bonds. The Neighborhood Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Neighborhood Association funds, and the President, Secretary and Treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Neighborhood Association or its management agent at any one time. The Neighborhood Association shall bear the cost of bonding of Directors and Officers. In the case of a community

association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Neighborhood Association, or otherwise having the authority to control or disburse Neighborhood Association funds, shall provide the Neighborhood Association with a certificate of insurance evidencing compliance with this paragraph, naming the Neighborhood Association as an insured under said policy. The Neighborhood Association may opt out of this requirement as provided in the Act.

Section 9.7 Neighborhood Association Depository. The depository of the Neighborhood Association, in which the funds of the Neighborhood Association shall be deposited, shall be financial institutions authorized to do business in Florida that carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. Deposits shall be limited to limits of FDIC or federal insurance at any institution. Principal of Neighborhood Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes and shall not exceed limits of applicable investments. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

Section 9.8 Financial Reports. The Board shall cause to be prepared an annual financial report as prescribed in the Act, unless waived as provided by law. The Neighborhood Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

Section 9.9 Application of Payments. All payments made to the Neighborhood Association on account by an Owner shall be applied as specified in the Act.

ARTICLE 10 PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall serve as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Neighborhood Association.

ARTICLE 11 AMENDMENTS

The Bylaws may be amended in the following manner:

Exhibit "C" to Amended and Restated Declaration of
Protective Covenants, Conditions, Restrictions and Easements
(Amended and Restated Bylaws)

Section 11.1 Proposal of Amendments. An amendment may be proposed by the President of the Neighborhood Association, a majority of the Directors, or by one-fourth (1/4) of the entire Voting Interests.

Section 11.2 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted at a duly noticed Board meeting at which a quorum is present by a vote of a majority of the Directors present and voting, or by the written agreement of a majority of the Directors of the Neighborhood Association.

Section 11.3 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law.

Section 11.4 Automatic Amendment. Whenever the Act, Chapter 607 or 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Neighborhood Association pursuant to the less stringent requirements without the need to change these Bylaws.

ARTICLE 12 MISCELLANEOUS

The following miscellaneous provisions shall apply to these Bylaws and the Governing Documents.

Section 12.1 Virtual Meetings. To the extent not prohibited by law, and notwithstanding any provision of these Bylaws or the Act that specifically references Member attendance, the Neighborhood Association may hold meetings of the Members, the Board of Directors, and those committee whose meetings must be called and held in the same manner as a meeting of the Board of Directors virtually, only allowing for remote attendance and participation, regardless of whether an emergency, as defined in Section 5.2 of these Bylaws, exists. The decision whether to hold any particular meeting virtually shall rest solely with the Board. Participating by such means shall constitute presence of a person at a meeting.

Section 12.2 Conflicts. The term “Governing Documents,” as used in these Bylaws and elsewhere shall include the Declaration, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Neighborhood Association, including but not limited to the Guidelines, and the Plat. In the event of a conflict between the language in the Declaration and the Plat, the Plat shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control:

- A. Declaration;
- B. Articles of Incorporation;
- C. Bylaws; and

D. Rules and Regulations, including but not limited to the Guidelines.

Section 12.3 Severability. In the event that any provision of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

Section 12.4 Gender. The use of the term “he,” “she,” “him,” “her,” “his,” “hers,” “their,” “theirs” and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

Section 12.5 Headings. The headings herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

Section 12.6 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder and the President is not available, the signature of a Vice President may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder and the Secretary is not available, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

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