

H O M E O W N E R S D O C U M E N T S

F O R

P A R K W O O D S

BY-LAWS

OF

PARKWOODS HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of the PARKWOODS HOMEOWNERS ASSOCIATION, INC., hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State of the _____ day of _____, 19____. The Association has been organized for the purpose of owning and operating certain lands located in Lee County, Florida, which lands are to be used in common by all of the members of the Parkwoods Homeowners Association, Inc., which members shall all be property owners at Parkwoods. Such operation by the Association shall include the management of Parkwoods in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions of Parkwoods", and the enforcement of such covenants, conditions and restrictions.

A. The office of the Association shall be at 1620 Medical Lane, Fort Myers, Florida 33901

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not for profit", the year of incorporation, an impression or which is as follows:

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 P.M., Eastern Standard Time, on the first Thursday in September of each year, for the purpose of elective directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, or these By-Laws.

E. Voting.

1. In any meeting of members the owners of townhouses shall be entitled to cast one vote as the owner of a townhouse unless the decision to be made is elsewhere required to be determined in another manner.

2. If a townhouse is owned by one person his right to vote shall be established by the record title to his townhouse. If any townhouse is owned by more than one person, or is under lease, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by all of the record owners of the townhouse and filed with the Secretary of the Association. If a townhouse is owned by a corporation, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the townhouse concerned. A certificate designating the person entitled to cast the vote of a townhouse may be revoked by any owner of a townhouse. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. Proviso. Provided, however, that until the Developer of Parkwoods has completed all of the contemplated improvements and closed the sales of all of the townhouses located at Parkwoods, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE III

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

B. Election of Directors shall be conducted in the following manner:

1. Election of Directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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

4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Developer of Parkwoods has completed all of the contemplated improvements and closed the sales of all of the townhouses at the Parkwoods Townhouses, or until the Developer elects to terminate its control of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

C. The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

L. The order of business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by members.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

ARTICLE V

OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officers of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

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

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI

FISCAL MANAGEMENT

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

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:

(1) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(1) Current expense.

(2) Reserve for deferred maintenance.

(3) Reserve for replacement.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.

(5) Operation, the amount of which may be to provide a working fund or to meet losses.

(6) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75%) percent of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all townhouses at Parkwoods, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in two equal installments on the first days of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association.

D. Acceleration of assessment installments upon default. If a townhouse owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the townhouse owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the townhouse owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the townhouse owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the townhouse owners concerned, the assessment shall become effective and shall be due after thirty (30) days" notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.

H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

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

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than 75 percent (75%) of the entire membership of the Board of Directors and not less than 75 percent (75%) of the votes of the entire membership of the Association; or

2. Not less than 80 percent (80%) of the votes of the entire membership of the Association; or

3. Until the first election of directors, by all of the directors.

C. Proviso. Provided, however, that no amendment shall discriminate against any townhouse owner nor against any townhouse or class or group of townhouses unless the townhouse owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

The foregoing were adopted as the By-Laws of PARKWOODS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 19____.

President

Secretary

DECLARATION OF PARTY FACILITIES

FOR PARKWOODS

Located in Section 14, Township 45 South,
Range 24 East, Lee County, Florida
Public Records

THIS DECLARATION, made this _____ day of _____, 1976 by
PARKWOODS REALTY & DEVELOPMENT COMPANY, a Florida corporation.

WITNESSETH:

WHEREAS, Declarant, PARKWOODS REALTY & DEVELOPMENT COMPANY, a Florida corporation, is the owner in fee simple of the property described in Schedule "A" situate and being in Ft. Myers, Lee County, Florida; and

WHEREAS, Declarant is desirous of constructing upon the aforesaid property a building containing four separate townhouse units connected by common walls as shown on Schedule "A" attached; and

WHEREAS, such building is designated to be occupied solely by four single families living independently of each other; and

WHEREAS, each such townhouse unit will share common walls with the adjacent buildings, and each such common wall be located on an imaginary line, being more particularly described in Schedule "A", which is attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of declaring each of the above described common walls, to be a party wall; and

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors, and grantees, of the above-described townhouse units pertaining to said party walls; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW THEREFORE, it is hereby declared that upon the completion of the building containing four separate townhouse units, to be constructed on the aforesaid property:

1. The common walls shared by the townhouse units, and located on an imaginary line as more particularly described in Schedule "a", which is attached hereto and made a part hereof, shall be party walls for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, of each such townhouse unit.

2. In the event of damage or destruction of the party walls from any cause whatsoever, other than the negligence or wilful misconduct of a townhouse owner, the townhouse owners shall, at their joint expense, repair and rebuild said wall(s) and each townhouse owner shall have the right to full use as herein contained of said wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party walls, such expense shall be shared equally by the owners of adjoining townhouse units or their successors in title. Whenever any such wall or any part thereof, shall be re-built, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that is such maintenance, repair or construction is brought about solely by the neglect or the wilful misconduct of one (1) townhouse unit owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a townhouse owner shall refuse to pay his share, all or part of such cost in the case of negligence or wilful misconduct, any other townhouse owner may have such wall repaired or reconstructed and shall be entitled to a lien on the townhouse of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a townhouse owner shall give, or shall have given, a mortgage or mortgages upon his townhouse, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the townhouse unit owners. If a townhouse owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent townhouse owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any townhouse owner removing his improvements from the party wall or making use of the party wall shall do so in such manner as to preserve all rights of the adjacent owner in the wall, and shall save the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary

entries on the adjacent townhouse unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent townhouse unit to effect necessary repairs and reconstruction.

3. The owner of any townhouse unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of any such townhouse unit shall have the right to the full use of said party walls for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit or his enjoyment of said walls or in any manner impair the value of said walls.

5. Each common wall to be constructed on the above described lots is to be and remain a party wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one townhouse owner's property by any of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 1976.

Signed, sealed and delivered
in the presence of:

PARKWOODS REALTY AND
DEVELOPMENT COMPANY

By: _____
Charles E. Malt, President

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared, CHARLES E. MALT, President of PARKWOODS REALTY AND DEVELOPMENT COMPANY, a Florida corporation, to me well known to be the person described in and who executed the foregoing, and acknowledged before me that he executed the same freely and voluntarily on behalf of said corporation for the purposes therein expressed and he affixed thereto the corporate seal of said corporation; all under authority vested in said officer by the Board of Directors of said corporation.

WITNESS my hand and official seal this _____ day of _____, 1976.

Notary Public, State of Florida at Large

My commission expires: .

Annual meeting-Parkwoods Homeowners III-Tuesday, January 26, 1982.

The Directors of Parkwoods III move to amend the By-Laws of said Association, by inserting after Article VI, the following new

Article:

ARTICLE VI-A
TOWNHOUSE BUILDING RESTRICTIONS

"Unless agreed to by the Association, acting through its Board of Directors, no townhouse owner or tenant shall in any way deface or change the exterior of a townhouse, the courtyard area of said townhouse, or the common ground located directly adjacent to said townhouse. It shall be illegal to construct anything which can be viewed from outside the fence of a townhouse, such as screening, trelleses, arbor, roofs or covers over the balconies or courtyard areas, and any such construction not in compliance with the original architectural plans and specifications. In the event of such illegal construction, the unit owner shall cause his townhouse area to be returned to a state in accordance with said original architectural plans and specifications. It shall be the duty of the Association to enforce such repair of the townhouse unit to comply with this responsibility."

The foregoing was adopted as an amendment to the By-Laws of PARKWOODS HOMEOWNERS ASSOCIATION, INC., phase III, a corporation not for profit under the laws of the State of Florida, on this date, the 26th day of January, in the year 1982.

Audrey V. Smith

President - Parkwoods Homeowners
Phase III

Witness my hand and official seal this 26th day of January, in the year 1982.

Deborah L. Elliott

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 1 1985
BONDED THRU GENERAL INS. UNDERWRITERS

RULES AND REGULATIONS FOR PARKWOODS

1. No owner or lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney's fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty pounds. Pets shall be on a leash at all times when not confined within the owner's townhouse or courtyard. Dogs shall not be walked on grass other than immediately surrounding owner's courtyard.
3. Trash will be placed in receptacles furnished. For sanitary reasons, all trash, except newspapers, shall be in a plastic bag and tied securely before being placed in trash receptacles.
4. Barbecue cookers shall be used in courtyard only.
5. No clothes or similar articles shall be hung on balconies or outdoors for any purpose whatsoever, except within owner's courtyard below height of fence.
6. Bicycles, toys or clutter shall not be left outside courtyards at any time. Bicycles or clutter so left shall be impounded. Such articles must be stored within the owner's townhouse or courtyard.
7. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance as the changing of a tire, battery, etc.
8. Large trucks, boats, trailers, motor homes, buses and other such vehicles shall not be allowed to park overnight in the parking areas, except as allowed by the Association. All motor vehicles must be maintained as to not create an eyesore in the community.
9. Parents shall be responsible to the Association for any property damage to the common areas caused by their children.
10. Owners and their guests must use only those parking spaces assigned to that particular townhouse. Parking in another assigned space or on the grass surrounding the townhouse structures will result in the vehicle being towed away at the owner's expense.
11. In addition to the foregoing, all owners and lessees of dwellings in Parkwoods shall abide by the Provisions of the Protective Covenants, Conditions and Restrictions for Parkwoods, and the Articles of Incorporation and By-Laws of Parkwoods Homeowners Association, Inc.

PARKWOODS HOMEOWNERS
ASSOCIATION, INC.

Annual Meeting-Parkwoods Homeowners III-Tuesday, January 26, 1982.

The Directors of Parkwoods III move to amend the Rules and Regulations of Parkwoods, by adding the following :

"12. A copy of these rules and regulations, the by-laws, Declaration of Party Facilities, and Declaration of Covenants, Conditions and Restrictions shall be furnished by the Lessor to the Lessee, at the time the lease or rental agreement is signed. Written notice of such action shall be forwarded to Parkwoods III Homeowners Association. A copy of the Rules and Regulations of Parkwoods shall be posted in a convenient location on the property leased or rented. Failure of lessee to obtain said documents shall not constitute a defense against violation of the same."

The foregoing was adopted as an amendment to the Rules and Regulations of PARKWOODS HOMEOWNERS ASSOCIATION, INC., Phase III, a corporation not for profit under the laws of the State of Florida, on this date, the Twenty-sixth day of January, in the year nineteen hundred and sixty-two.

Audrey C. Smith

President - Parkwoods Homeowners,
Phase III

Witness my hand and seal this 26th day of January, 1982.

Deborah R. Elliott

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 1 1985
BONDED THRU GENERAL INS. UNDERWRITERS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

PARKWOODS
(A Townhouse Community)

Fort Myers, Florida

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, PARKWOODS REALTY AND DEVELOPMENT COMPANY, a Florida corporation, is the owner and Developer of certain property to be hereinafter known as PARKWOODS located in Lee County, Florida, and more particularly described as follows:

(See Schedule "A" attached hereto)

and makes the following declaration of Protective Covenants, Conditions and Restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land described in Schedule "A" above and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These protective covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. All of the land described in Schedule "A" less all of the land described in Schedule "B" attached hereto shall be known as common property, such common property shall consist of the driveways parking areas and all unimproved areas. This common property will be owned by Parkwoods Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the Association. The common property is being conveyed to the Association by the undersigned. The Association shall administer such property in keeping with this declaration as well as the Articles of Incorporation and By-Laws of Parkwoods Homeowners Association, Inc., together with the Rules and Regulations promulgated by the Association.

2. Each owner at Parkwoods will own fee simple title to his townhouse each of which shall be located in a structure containing four (4) separate townhouse units. Ownership of these units shall be separated by a party-wall agreement to be filed in the Public Records of Lee County, Florida. The townhouse units are additionally identified by the surveys attached hereto as part of Schedule "B".

3. No townhouse owner shall in any way deface or change the color of the exterior of his townhouse. Exterior walls, roof and the fencing around the courtyard are to be maintained by each townhouse owner in quality condition at all times. Failure to maintain the townhouse in such manner will result in a thirty (30) day notice to the townhouse owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may, contract to have such work performed and the townhouse owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the townhouse owner shall be responsible for attorneys' fees and costs. Each townhouse owner covenants and

agrees that he will decorate the exterior of the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other owner's townhouse. If a townhouse owner shall desire to decorate the exterior in a color and finish other than that originally supplied by the builder at the time of construction of the townhouse units, then the consent in writing of the townhouse owner shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a townhouse unit, then the consent in writing of any and all holders of first mortgages shall also be required prior to such change in decoration being effected. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing or otherwise for the painting of exterior of his townhouse in a color and finish consistent and compatible with the color and finish of the other townhouse units. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the townhouse owners. The expense of such maintenance shall be borne proportionately by the townhouse owners. The proration shall be determined by the ratio of square footage of each townhouse units roof to the total of the entire roof area of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one townhouse owner, such negligent owner shall bear the entire cost of repair or replacement. If any townhouse owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected townhouse owner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a townhouse owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the townhouse owners.

4. Property and casualty insurance on each townhouse structure shall be maintained through the Association. Each townhouse owner will be assessed annually for the insurance premium covering his dwelling structure which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessment for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each building at Parkwoods. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the townhouse structures. The master policy shall insure all property conveyed by the undersigned at the time of the closing on the townhouse structure. Each townhouse struction owner shall insure any contents

placed in the townhouse structure after the closing as well as any additions made in or to the townhouse structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the townhouse buildings and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement and flood insurance, if required.

5. Each townhouse owner shall automatically become a member of Parkwoods Homeowners Association, Inc. by virtue of acceptance of the deed of conveyance to his townhouse. As a member of such Association, said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

6. The Association shall collect a semi-annual charge from each townhouse owner. This charge shall be used to maintain the common property, and shall be defined as being "current expenses" within the terms of the By-Laws for Parkwoods Homeowners Association Inc. Current expenses shall include lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Parkwoods property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate Parkwoods property. Each townhouse owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his townhouse by the Association for such sum and in this event the Association shall be entitled to attorneys' fees and costs. In addition to the semiannual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of any portion of the common property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members meeting duly called for this purpose under the terms set forth in the By-Laws of Parkwoods Homeowners Association, Inc.

7. Each townhouse owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the townhouse owner. This use is, however, subject to the right of the individual townhouse owner to the exclusive use of the parking spaces as assigned by the Association.

8. All mortgagees of townhouse owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all townhouses upon which they have a mortgage loan.

9. When the mortgagee of a first mortgage of record or other purchaser of a townhouse obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association

pertaining to such townhouse or chargeable to the former townhouse owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said townhouse is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment collectible from all of the townhouse owners including such acquirer, his successors and assigns.

10. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

11. The undersigned shall retain control of the Association until all of the contemplated improvements have been completed and all sales have been closed or until such time as the undersigned elects to terminate its control of the Association, whichever shall first occur. During such period the undersigned has the sole right to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any property described in Schedule "B" shall be required.

12. The undersigned has arranged for the wiring in conduits capable of furnishing cable television to Parkwoods. Each owner shall be responsible for any charges for the use of such cable television facility. In no event shall any exterior radio or television antennas be permitted.

13. Any lien referred to in this Declaration shall not be effective unless and until same has been recorded in the Public Records of Lee County, Florida.

14. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause his townhouse to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair and rebuilding of the townhouse unit to comply with this responsibility.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the townhouses and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in paragraph 11 above.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this
day of _____, 19__.

Witnesses:

PARKWOODS REALTY AND
DEVELOPMENT COMPANY

By: _____
Charles E. Malt, President

Attest:

Robert C. Malt, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this _____ day of _____, 19__,
before me personally appeared _____,
and _____ respectively President and
Secretary of PARKWOODS REALTY AND DEVELOPMENT COMPANY, a corporation
under the laws of the State of Florida, to me known to be the
individuals and officers described in and who executed the foregoing
instrument, and severally acknowledged its execution to be their
free act and deed as such duly authorized officers; and that the
official seal of the corporation is duly affixed and the instrument
is the act and deed of the corporation.

WITNESS my signature and official seal at _____,
in the County of Lee, State of Florida, the day and year last
aforesaid.

Notary Public, State of Florida at Large

My commission expires: _____

Prepared by and return to:
Colby Keefe, Esq.
Henderson Franklin Starnes & Holt, P.A.
1715 Monroe Street
Fort Myers, Florida 33901

CERTIFICATE OF FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKWOODS III

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Parkwoods III is made this 19 day of October, 2022. The undersigned officers of Parkwoods III Homeowners Association, Inc. ("Association"), certify that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwoods III ("Declaration") as originally recorded at Book 1298, Page 1276 of the Official Records of Lee County, Florida, was approved by the Association in compliance with Section 720.306(1)(b), Fl. Stat. by obtaining the affirmative approval of at least two-thirds (2/3) of the voting interests of the Association.

(Additions are indicated by underline, deletions are indicated by ~~strike through~~. Additions to headings are indicated by double underline. Amendments which reflect a substantial rewording will be notated as such with instruction to see the original governing documents for current text.)

3. **MAINTENANCE**. No townhouse owner shall in any way deface or change the color of the exterior of his townhouse. Exterior walls, roof and the fencing (including clearly marking the townhouse unit number on the exterior of the townhouse's fencing) around the courtyard are to be maintained by each townhouse owner in quality condition at all times. Each townhouse owner shall be responsible for maintenance, repair, and replacement of any utilities or fixtures which exclusively serve said owner's townhouse unit, including but not limited to electrical boxes; water downspouts; and water mains, whether located directly on the townhouse unit or elsewhere. Failure to maintain the townhouse in such manner will result in a thirty (30) day notice to the townhouse owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may, contract to have such work performed and the townhouse owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the townhouse owner shall be responsible for attorneys' fees and costs. Each townhouse owner covenants and agrees that he will decorate the exterior of the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other owner's townhouse. If a townhouse owner shall desire to decorate the exterior in a color and finish other than that originally supplied by the builder at the time of construction of the townhouse units, then the consent in writing of the ~~townhouse owner~~ Association shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a townhouse unit, then the consent in writing of any and all holders of first mortgages shall also be required prior to such change in decoration being effected. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing or otherwise for the painting of exterior of his townhouse in a color and finish consistent and compatible with the color and finish of the other townhouse units. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for

the entire roof of the building upon agreement of the townhouse owners whose units are supported by said roof. The expense of such maintenance shall be borne proportionately by the townhouse owners. The proration shall be determined by the ratio of square footage of each townhouse units roof to the total of the entire roof area of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct any one townhouse owner, such negligence owner shall bear the entire cost of repair or replacement. If any townhouse owner shall neglect or refuse to pay his share, or neglect or refuse to undertake necessary maintenance, repair, or replacement such that the adjoining townhouse unit owners are prohibited from performing necessary maintenance, repair or replacement to their portion of the roof, or all of such cost in case of negligence or willful misconduct, any other affected townhouse owner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the other unit owner to failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. Each townhouse unit owner shall have an independent cause of action for enforcement as to a neighboring townhouse unit owner in default of this section. If a townhouse owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the townhouse owners.

[Substantial rewording of Section 4 of the Declaration. See original governing documents for current text.]

4. INSURANCE. Each townhouse owner shall obtain coverage, such as an HO3 insurance policy, upon said owner's townhome and any improvements located thereon, including the roof, in an amount equal to the maximum insurable replacement value. Such coverage shall afford building coverage and protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as a dwelling unit including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. Upon request, each owner shall furnish proof of insurance to the Association and shall furnish proof of renewal of such insurance on the anniversary date thereof, if requested by the Association. In the event an Owner fails to obtain insurance coverage required to comply with this section, and the Association incurs any expense related to bringing a townhouse into compliance, the Association may force place the required insurance and charge the cost thereof to the owner in violation hereof as an individual assessment against the unit (in the case of the Association), with the same authority to collect as provided elsewhere in this Declaration.

[Signatures on following page.]

IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment to the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwoods III on this 19 day of October, 2022.

WITNESSES

PARKWOODS III HOMEOWNERS ASSOCIATION, INC.

[Signature]
Signature of Witness 1
Printed: Amanda Lasher

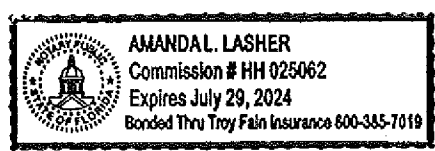
[Signature]
Its: President
Printed: David Rousher

[Signature]
Signature of Witness 2
Printed: Donald Ciurelli

[Signature]
Its: ~~Secretary~~ Vice President
Printed: Nancy Rose

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 19 day of October, 2022, by David Rousher (name), as President and by Nancy Rose (name) as ~~Secretary~~ Vice President of the Parkwoods III Homeowners Association, Inc.



[Signature]
Amanda Lasher
Signature of Notary Public – State of Florida)
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known or Produced Identification
Type of Identification Produced: _____