AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS

FOR

LAUREL LAKES

SUBSTANTIAL REWORDING OF DECLARATION
SEE ORIGINAL DECLARATION FOR PRESENT TEXT

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels, this Community was created by a Declaration of Covenants, Conditions, Restrictions and Easements for Laurel Lakes recorded on October 28, 1999, in Official Records Book 2606, Pages 0591, *et seq.*, Collier County, Florida Public Records and subsequently amended as follows:

First Supplement to Declaration of Covenants, Conditions, Easements and Restrictions for Laurel Lakes recorded on April 24, 2002, in Official Records Book 3024, Pages 2557 *et seq*., of the Public Records of Collier County, Florida;

Amendment recorded on December 3, 2004, in Official Records Book 3689, Pages 1495 *et seq*., of the Public Records of Collier County, Florida;

Amendment recorded on December 3, 2004, in Official Records Book 3689, Pages 1497 *et seq*., of the Public Records of Collier County, Florida;

Amendment recorded on March 29, 2005, in Official Records Book 3762, Pages 0846 *et seq*. of the Public Records of Collier County, Florida.

The Community is further described in Plat Book 33, Pages 32 *et al*., Plat Book 39, Pages 5 *et al*., and Plat Book 39, Pages 8 *et al*., of the Public Records of Collier County, Florida. A copy of the Plat and the legal description for the Community are attached as Exhibit "A".

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, 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 name of the Homeowners' Association created to operate the Community is Laurel Lakes Homeowners Association, Inc., hereinafter called the "Association."

1. DEFINITIONS

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. However, except when specific incorporation of the Act or its procedures are set

forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as existed when the community was created, so as to avoid impairment contract rights or vested rights.

1.2 "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and made a part hereof, as they may be amended from time to time.

1.3 "Architectural Review Board" or **"ARB"** means and refers to the Board of Directors, or a Committee appointed by the Board of Directors, for the purposes set forth in this Declaration as to the Architectural Review Committee.

1.4 "Architectural Guidelines" or **"Guidelines"** means standards and specifications promulgated by the Board relative to the external appearance of any Lot, Unit or other Improvement located on a Lot, including but not limited to the location, size, type, or appearance.

1.5 "Assessment" means the assessments levied by the Association against the Parcels, and shall be deemed to include both Regular and Special Assessments.

1.6 "Association" shall mean and refer to Laurel Lakes Homeowners Association, Inc., a Florida Corporation Not For Profit, its successors and assigns.

1.7 "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs.

1.8 "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and made a part hereof, as they may be amended from time to time.

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

1.10 "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.

1.11 "Common Area" or **"Common Property"** means any and all real property and improvements thereon owned by, or leased to, the Association for the common use and enjoyment of the owners, and any property which has been dedicated to the Association for the common use or enjoyment of some or all of its Members.

1.12 "Common Expenses" means those expenses for which Owners are liable to the Association for the purposes and in the manner set forth in this Declaration, the Articles, the Bylaws or the Act, including but not limited to expenses of administration, maintenance and operation, repair

and replacement of Common Areas, including but not limited to the Surface Water Management System.

1.13 "Community" or "Laurel Lakes" means the real property that is subject to the Declaration and all improvements included in Laurel Lakes.

1.14 "Community Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing throughout the Property, as may be more specifically determined by the Board of Directors.

1.15 "Declaration" means this Declaration of Covenants, Conditions, Easements and Restrictions for Laurel Lakes and all other terms and provisions contained in this document, as the same may be amended from time to time.

1.16 "Governing Documents" means this Declaration and all duly adopted and recorded a amendments, supplements and recorded exhibits hereto; the Surveyor's Plat and Site Plans, hereinafter collectively referred to as "the Plat," copies of which are attached hereto as Exhibit "A;" Articles of Incorporation of Laurel Lakes Homeowners Association, Inc. attached hereto as Exhibit "B;" Bylaws attached hereto as Exhibit "C;" Rules and Regulations; the Guidelines; and the Policies and Procedures. The Rules and Regulations, Guidelines, and Policies and Procedures need not (but may) be recorded in the County Public Records in order to be valid.

1.17 "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 on or occupies the Unit on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.18 "Improvement" means any structural component built or constructed on a Lot or added to a Unit, or placed on a Lot, including but not limited to houses, swimming pools, garages, spas, fences, and recreational equipment which is affixed to the Lot.

1.19 "Invitee" or "Licensee" shall mean a person or persons expressly or impliedly allowed entry into the Community for the purpose of conducting business with or providing services to a Unit or a Unit's Occupant, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Owner or Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.20 "Lot" or **"Parcel"** means any plot of land located within the Community and designated as a "Lot" on the Plat of the Community and intended for residential use, but shall not include the Common Areas as hereinafter defined.

1.21 "Maintenance" shall mean, unless the context of a provision in the Governing Documents requires otherwise, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement.

1.22 "Material Alteration or Addition" means to palpably or perceptively vary or change the form, shape, elements or specifications of a building from its original design or plan, or

existing condition, in such a manner as to appreciably affect or influence its functions, use or appearance.

1.23 "Member" means those Owners who are holders of membership interests in the Association; as such interests are set forth in Article 2.

1.24 "Occupant" means the person(s) occupying a Unit as a Resident or Guest.

1.25 "Owner," "Lot Owner" or **"Parcel Owner"** means the record Owner of fee simple title to any Parcel and the Unit thereon, whether one or more persons or entities.

1.26 "Parcel" means the underlying real property, the Parcel, and the Unit thereon, if any, which is owned in fee simple and as designated as a parcel in the records of Collier County, Florida.

1.27 "Person" means any individual or representative of an entity, including Owners, family members, Tenants, Guests, and Invitees. Whenever the word "Person" is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person's compliance with the Governing Documents.

1.28 "Policies and Procedures" means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board.

1.29 "Resident" means any person who is occupying a 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 Unit.

1.30 "Rules and Regulations" means the rules, regulations and policies governing the Community that may be promulgated by the Board from time to time by resolution.

1.31 "Unit" shall mean any or all of the 195 Units which are constructed on Parcels, each designated for use and occupancy as a single family residence. Wherever the term is used, it shall be interpreted as though it were followed by the words "and the Parcel on which it is constructed," unless the context clearly requires another meaning.

1.32 "Tenant" or "Lessee" means a person occupying a 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 term "Tenant" shall be used interchangeably with "Lessee."

2. MEMBERSHIP AND VOTING RIGHTS

2.1 Member. Every Owner of a Parcel or Unit subject to assessment shall be a Member of the Association. Membership is appurtenant to and not divisible from ownership of a Parcel or Unit that is subject to assessment. Owners agree to maintain such membership in good standing as long as they own such property. Members' rights, powers, duties and privileges shall be as set forth

in the Articles, the Bylaws, this Declaration, and any Supplement, as may be amended from time to time.

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

2.3 Multiple Owners. When more than one person or entity shall at any time be the Owner of a Parcel or Unit subject to a membership interest, the vote attributed to such Parcel or Unit shall be exercised as provided in the Bylaws.

2.4 Voting. Member shall be entitled to one (1) vote for each Unit owned; however, there shall only be one (1) vote per Unit.

3. ASSESSMENTS

3.1 Common Expense. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas, and the administration of affairs of the Association shall constitute Common Expenses. Other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Common Expenses.

3.2 Allocation of Assessments. Except for any maintenance surcharge which may be imposed on any Parcel pursuant to this Declaration of Covenants, assessments of the Association shall be apportioned on a 1/195 basis.

3.3 Purpose of Assessment. There is hereby imposed upon each Parcel and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Parcel to pay to the Association; and upon the Association the obligation to assess, collect and expend for the Association's Expenses as listed but not necessarily limited to:

3.3.1 Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge for Common Areas.

3.3.2 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 Association.

3.3.3 The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other persons who operate or are responsible for operating the Association.

3.3.4 Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.

3.3.5 Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

3.3.6 The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.

3.3.7 The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

3.3.8 The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

3.3.9 Special assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

3.3.10 Expenses properly incurred by the Association, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of the Common Area, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws.

3.3.11 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 Association that are not inconsistent with this Declaration, the Articles or Bylaws.

3.4 Budget. The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year.

3.5 Amendment of Budget. Adjustments may be made by the Board in assessments from time to time to allow for any changes for Common Expenses.

3.6 Time of Payment. Assessments shall be payable by Parcel Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

3.7 Special Assessments. In addition to the regular assessments the Board may levy a special assessment for defraying in whole or in part Common Expenses not met or expected to be met by regular assessments. Special Assessments pursuant to this Section shall be payable by the Owners in such manner and at such times as determined by the Board or Directors, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

3.8 User Assessments. The Association may levy a User Assessment against any Owner individually and against such Owner's Unit to reimburse the Association for costs incurred in

providing landscaping maintenance, pest control or other services so provided to Owners by or through the Association, whether voluntary or mandatory basis. Additionally, a User Assessment may be levied against the Owner's Unit to reimburse the Association for any expenses incurred to bring the Owner's Unit into compliance with the provisions of this Declaration, any amendments hereto, the Articles, By-Laws, the Rules and Regulations, which User Assessment shall be levied upon the vote of the Board, but only after reasonable notice to the Owner, with an opportunity for a hearing.

3.9 Reserve Budget and Capital Assessment. The Board may annually prepare a reserve budget to take into account the number and nature of replaceable assets, based upon the expected life of each asset and the expected repair or replacement costs. The Board may set the required capital assessment in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing over the period of the budget.

3.10 Resale Capital Assessment. In addition to Assessments and Special Assessments as set forth herein, any Owner taking title to a Lot shall pay to the Association a Resale Capital Contribution in an amount of One Thousand and 00/100 Dollars ($1,000.00) per transaction or title transfer, unless otherwise exempted herein, for the purpose of sustaining the capital fund of the Association. The Resale Capital Assessment shall be due at the time of closing of transfer of title and shall be considered delinquent if not remitted to the Association within ten (10) days from the date due.. It shall be the obligation of the new Owner (the transferee named in the deed, or other acquirer of title) to pay the Resale Capital Assessment to the Association, although the parties in any transfer may internally allocate the payment of such fee as they so choose. The resale capital fund shall be used by the Association as the Board of Directors of the Association shall determine from time to time and need not be restricted or accumulated. Notwithstanding the foregoing, no Resale Capital Contribution: (a) between and among co-owners of the same Lot 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 Association pursuant to a Final Judgment of Foreclosure or Deed in Lieu of Foreclosure; and (e) an owner who has already paid a Resale Capital Contribution pursuant to other ownership within the community. Provided, however that upon a transfer that occurs following the exempt transfers descried in (a) through (e) above, the Resale Capital Contribution shall be due and payable.

3.11 Lien. Assessments for Common Expenses, including Regular Assessments, Special Assessments, and Charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorney's fees and costs incurred in attempting to collect said 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 Lot or Unit against which such Assessments or Charges are made. Each Assessment or Charge against a Lot or Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Lot or Unit assessed or charged and shall be the joint and several liability of all Owners of the Lot or Unit. Except as provided below, any person or entity which acquires title to a Lot or Unit, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection

incurred by the 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 assessments due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Collier County, Florida, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot or 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 or other person, persons or entity obtains title to a Lot or 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 Assessments or Charges pertaining to such Lot or 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, as amended from time to time.

3.12 Remedies for Delinquency. In the event any Owner fails to pay assessments or any installment thereof charged to the Parcel ten days after the same becomes due an administrative late charge as provided by law or $25.00 or 5 percent of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies.

3.12.1 To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

3.12.2 To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the 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 Association and such advance or loan by the Association shall not waive the default.

3.12.3 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 Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

3.12.4 To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

3.12.5 The Association may demand to have rental proceeds of a Parcel in default paid directly to the Association until all the monetary obligations of the Owner related to the Parcel have been paid in full to the Association in accordance with the Act.

3.12.6 The Association may elect to terminate any existing leases with respect to Parcels in default and prohibit the Parcel from being rented in the future until the default is cured.

3.12.7 The Association may choose any of these courses of action, as the Board deems appropriate, without the same constituting a waiver or election of remedies. Tenants who rent Parcels in this Association are deemed to assent to terms of this provision.

3.12.8 Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

4. EASEMENTS, PROPERTY RIGHTS

4.1 Easement for Utilities, Etc. There is hereby reserved unto the Association, and the designees of each (which may include, without limitation, Collier County, Florida), easements upon, over, across, and under the Property for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating, maintaining and monitoring roads, walkways, bicycles pathways, lakes ponds, wetlands, drainage systems, street lights, signage and endangered species of animals and plants provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Member or occupant thereof. The appropriate water and sewer authority, electric utility company, telephone company, shall have easements as shown on the plats of the Property for the installation and maintenance of all underground facilities, including but not limited to, all water lines, sanitary sewers, storm drains, electric, telephone and cable television and master antenna and security systems. This Section shall limit the use of the utility easements described on the plats of the Property.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Association's Board of Directors.

Should any entity furnishing a service covered by the general easement herein provided request a specific non-exclusive easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Property to Collier County, Florida, or to any other local, state, or federal government entity, subject to such approval requirements as may be contained in this Declaration.

4.2 Development Easements. The Association agrees that it may be necessary or desirable for the development of the Property to grant, modify, or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way, to modify the boundary lines and to plat or replat portions of the Common Property, and to take such other action as the Association may deem reasonably necessary and appropriate, all in a manner which does not materially affect the use of the Common Property for its intended purpose.

4.3 Public Easements. Fire, police, heath and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property.

4.4 Easement for Drainage. Each Unit is burdened with an easement for flow and drainage of water across and over the Unit. No Owner shall take any action to stop, divert, impede or otherwise change or alter the direction or flow of water across or over the Owner's Unit.

4.5 Right of Entry. The Association shall have the right to enter any Lot in order to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Rules and Regulations, which right may be exercised by the Association's Board of Directors, officers, agents, employees, and managers.

5. USE RESTRICTIONS

All Owners agree to abide by this Declaration, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time. All Units shall be used only for single family residence purposes as permitted by applicable law and in accordance with these Governing Documents, including without limitation, any architectural design guidelines adopted by the ARB. The Association may add to, delete or modify these use restrictions pursuant to an amendment to this Declaration, or any rules and regulations.

5.1 Garages. No garage shall be enclosed or converted into a living or habitable area and there shall be no cooking in garages. Garage doors shall be required to remain in place at all times, and no construction or conversion shall change the interior or exterior of any garage to interfere with the use of it as a storage place for automobiles. Garage doors shall be kept closed except when needed for ingress, egress or other purposes

5.2 Animals. The Owner of each Unit may keep not more than three (3) pets of a normal domesticated household type (such as a cat or dog) in the Unit. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association. Animals must be hand-carried or leashed at all times while outside of the Unit. The Board of Directors is empowered to order and enforce the removal of any pet which, in its sole and exclusive discretion, becomes a source of unreasonable annoyance or threat to the health, safety or welfare of other residents of the Properties. No poultry, swine, livestock and exotic animals may be kept on the Properties. Pets are not permitted in the Laurel Lakes Clubhouse or in the pool area. Owners shall clean up all pet waste.

5.3 Vehicles. No trucks (except pick up trucks of ¾ ton or less weight rated capacity which are not used for commercial purposes), commercial vehicles, vans, vehicles with commercial writing on their exteriors, tractors, boats or other watercraft, boat trailers, recreation vehicles, trailers (either with or without wheels), campers, camper trailers, motor homes, or any other transportable personal property except passenger automobiles and motorcycles, shall be permitted in the driveways, and must be kept in garages at all times, except when entering or leaving the Community. The terms "commercial" as used herein means any vehicle which (i) displays signage or graphics of a commercial nature, (ii) is of a commercial nature or has equipment used in a commercial venture or activity, (iii) with or without signage or equipment is a vehicle that is originally designed and

intended to be used for commercial purposes regardless of actual use, and (iv) has externally located and easily visible commercial equipment or materials, including without limitation ladders, compressors, generators, landscaping equipment, pumps and building trade tools or commercial roof racks. Any commercial markings, signs or graphics must be covered and may not be visible to the public. Automobiles and any other vehicles must be operational and must have current operating licenses. No vehicle repairs (except minor emergencies) shall be made in any portion of the Community except within a building or garage where such repairs are not visible. . The Board shall have the final authority in determining acceptability of any vehicle or allowing for temporary parking of service or other vehicles.

No vehicles shall park on the grass, sidewalks or landscaped areas at any time, and in no event shall a vehicle be parked so as to obstruct fire hydrants, mailboxes or the safe passage of other vehicles on the roadways, including school buses.

In addition to the remedies provided by the Act and set forth herein, the Association is authorized to tow or place a disabling "boot" on any vehicle violating this Section, the Rules and Regulations, a law or any other restriction contained in the Governing Documents, and the cost of such towing and/or "booting" shall be the obligation of the owner of the vehicle.

5.4 Signs. In order to maintain an attractive community, all signage, including "For sale" signs, "open house" signs or other window displays, signs, or advertising must conform to Laurel Lakes' standards, as amended by the Board from time to time. . No signs are permitted on medians or in areas between the sidewalk and the road. "For Rent" signs are not permitted.

5.5 Exterior Structures/Equipment. No wires, masts, towers, antennae, aerial, weathervanes, anemometers, or exposed wiring for any purpose or other equipment or structures may be erected, constructed or maintained on the exterior of any home nor in any of the Common Areas except with the prior written consent of the Board, as may be required by law. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Residents of the community if this placement would still permit reception of an acceptable quality signal.

5.6 Mailboxes and House Numbering. As of the effective date of this Amended and Restated Declaration, all mailboxes and their supporting structures are the responsibility of the Association to maintain, repair, or replace. Owners shall not alter mailboxes, and may not install any landscaping or plantings around the mailboxes. All Units shall have approved address numbers placed in a position to be plainly legible on the front of the Unit, centered over the garage. The numbers must be black in color, four inches in height and must be Arabic numerals.

5.7 Personal Property. No barbecue grills or other outdoor cooking equipment, patio or other furniture, bicycles, toys or other personal property may be kept or stored outside of a screened or fenced enclosure unless approved by the ARB. No play equipment (which by definition shall include playground equipment and swingsets) may be erected, constructed and/or installed on any Parcel without receiving prior written consent of the ARB. All play equipment and similar items shall be stored so as to not be visible from the street or property adjacent to the Unit. No such items shall be allowed to remain on Parcels so as to be visible from adjacent property when not in use. Hoses must be stored in a neat and orderly fashion, either within a garage, or by using a hose reel or

hose box. Basketball hoops that are permanently mounted are not permitted. Portable basketball hoops are allowed, subject to any rules and restrictions that may be imposed by the Board of Directors.

5.8 Landscaping. No trees shall be planted or removed, except for immediate safety reasons, unless specifically approved by the ARB. No vegetable, fruit, or other food garden may be grown or cultivated in the front yard of any lot. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the Association, within the guidelines of the ARB. No landscaping or other improvements on the Lake Lots which materially interfere with the view of the Lake by immediate neighbors who are also Lake Lot Owners shall be permitted. No artificial shrubbery, trees, or other artificial vegetation or landscaping shall be permitted. Statutes, fountains and other yard ornamentals, may not be installed on the lot without prior approval of the ARB. The Board of Directors may establish reasonable rules and restrictions on the number and types of decorative pots that are permitted for each Unit.

5.9 Maintenance. The Association shall have the right to repair any structure or improvement on any Parcel which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Parcel Owner is given no less than five (5) days' notice of the Association's intent to do so, which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of the Parcel as a special charge which shall be a lien on the Parcel which may be foreclosed and shall include the Association's attorney fees and other costs in connection with the lien and foreclosure.

5.10 Window Coverings. All windows in any building, including any Unit, shall have window coverings which blend with the exterior color of the dwelling, as determined in the sole discretion of the Board. No Owner shall install or maintain aluminum foil on any window or glass door except as approved by the Board for energy conservation purposes.

5.11 Single Family Use. Each Parcel may be used for single-family residential purposes only. Single family shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single housekeeping unit or three or more persons who regularly and customarily reside together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside in a Unit at one time. When used in this Article "reside" shall mean occupancy for more than thirty-days during any calendar year. Nothing herein shall prevent an Owner from leasing a Parcel subject to the conditions and covenants contained in this Declaration.

5.12 Commercial Activity. No business or commercial activity of any kind shall be conducted on or from any Lot nor in or from any residence except as provided herein. Nor may the address or location of the residence or Association's name be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal business or professional records in his residence, or from handling personal, business or professional communication and written correspondence in and from his residence Occupants may use Parcels for "home office" or "telecommuting" purposes, if such uses do not involve customers or clients coming onto the property, the posting of any signage in the Community, the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use.

5.13 Structural Changes. No structural additions or alterations may be made to any improvements on the Lot without the approval of the Board or ARB, other than erection or removal of non-support carrying interior partitions wholly within the home and other than the interior work done in a Unit, which is not visible from the exterior. All Owners and their contractors shall comply with any construction rules and regulations that may be adopted, from time to time, by the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in Laurel Lakes at any time; the conservation of landscape materials; and fire protection.

5.14 Nuisance. Neither Owners nor Occupants shall permit any nuisance to exist upon or within the Unit or Parcels or any conduct that creates an annoyance or disturbance to be detrimental or bothersome to any other Parcels, Occupants or Owners or interferes with the peaceful possession and proper use of the Community by its Residents. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety or comfort of the occupants of the surrounding property. This would include the regular use of loud power tools in the garage or driveway of a Unit. Power tools and lawn equipment may not be used before 8:00am nor after 8:00pm. Owners are required to inform third-party service providers of this restriction. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. No outside burning of leaves, trash, garbage or household refuse shall be permitted within the Property.

5.15 Garage Sales. No garage sale, flea market, auction, or similar event shall be held on any Lot, except those which are held in conjunction with community-wide garage sales, which may only be organized at the direction of the Board of Directors. Under no circumstances may non-residents or commercial vendors participate in any such events.

5.16 Subdivision. No Owner shall divide nor subdivide a Parcel for purposes of sale or lease and no portion less than all of any Parcel, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner without the approval of the Board. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents. Combining of adjoining Parcels is permissible but the Owners of the divided parcel shall remain responsible for the full assessment applicable to each Lot.

5.17 Sheds, Buildings and Structures. No outbuilding, tent, shack, shed, gazebo, garage, storage bins, structure, mobile home, trailer, RV or building of any kind may be used as a residence or placed upon the Property.

5.18 Fences. No fences are permitted without prior written approval of the ARB. In no event may a fence be placed in the area between the front of a Unit and the roadway at the front of the Parcel on which the Unit is situated. Fences are also prohibited along the street of a corner Lot. Fences will not be permitted on Lake Lots. Installation of any fence placed upon a Lot is subject to

easements which run with the land. If a fence has to be removed due to its location on an easement, for the service of utilities, or at the request of any utility company, the Owner, at his sole cost and expense, shall immediately remove the fence. The Owners of a Lot in installing any fence shall comply with all valid laws, zoning ordinances and regulations of the City and County governmental bodies, as applicable, in addition to the ARB's approval as required herein. The ARB has the right to adopt guidelines as to the material and size of any fence installed on the Property by an Owner.

5.19 Enclosures. No Owner or Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the ARB or Board.

5.20 Compliance with Law. No use may be made of any Parcel that violates any federal, state or local laws, zoning, ordinances or regulations.

5.21 Obstruction of Common Ways. No Owners or Occupant may cause or allow any obstruction of a road, walkway or other common ways of ingress or egress within the Common Areas, nor shall anything be allowed to remain in Common Areas or on the Parcels which would be unsightly or hazardous.

5.22 Digging. No lakes, ponds, swales, canals, wells or ditches may be dug on any Parcel without the written consent of the ARB and the Board.

5.26 Outdoor Clothes Drying and Garment Hanging. No outdoor clothes drying facility or apparatus other than one clothesline shall be installed, and then only with prior written consent of the ARB. Garments, rugs or any other materials may not be hung from windows, or from the exterior of any Unit.

5.27 Pools; Bodies of Water. Any swimming pool or spa to be constructed on any lot shall be subject to County approval, and the prior written approval of the ARB. No above ground pools or spas shall be permitted. All pools must be enclosed, and the enclosure, including the design and screening material, are subject to prior written approval of the ARB.

5.28 Member Conduct. Members and other Residents shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.

5.29 Rules and Regulations. Owners, their family, Invitees, Guests and tenants shall abide by Rules and Regulations promulgated from time to time by the Board or committee established by the Board provided, however, that copies of such regulations are available to each Member prior to the time said regulations become effective.

5.30 Air Conditioners. Cooling and heating the Unit must be accomplished by using a central or whole house system. The use of portable or window air conditioners that require outside venting is prohibited.

5.31 Receptacles. Garbage or recycling containers must be stored so they shall not be visible from the streets. Garbage or recycling containers and yard waste may be placed out for

collection after 6:00 p.m. the evening before pickup and must be retrieved no later than 6:00 p.m. the day of pickup.

5.32 Prohibition of Remotely Controlled Flying Devices. The use of remote controlled flying devices, also known as drones, are subject to the rules and restrictions adopted by the Board.

5.33 Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes but is not limited to "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

5.34 Storm Precautions. No hurricane or storm shutters shall be permanently installed unless the same are approved, in writing, by the ARB or Board prior to installation. Windows and other Dwelling Unit apertures may be temporarily shuttered and other storm protection devices may be installed to protect the Dwelling Unit while the threat of a hurricane or similar violent storm is imminent; provided, however, all such shutters and other storm protection devices shall be installed no earlier than ten (10) days prior to the arrival of a hurricane, and must be removed no later than ten (10) days following the date the hurricane passes. The Board may adopt reasonable rules and regulations regarding the location, duration, materials and color of permissible shutters. Hurricane shutters may be installed (and left in place) on windows on the sides and rear of the Unit during hurricane season from June 1 to December 1, so long as the shutters are not visible from the street. The ARB may adopt standards for hurricane shutters that may be installed (and left in place) on windows on the front of the Unit. The improper shuttering of windows and other Unit apertures prior to or following hurricane seasons (June 1 through December 1), shall be deemed a violation of the Governing Documents.

5.35 Lighting, Decorations. Except for low impact or solar powered landscape or walkway lighting, or seasonal holiday lights and decorations, all exterior lights and decorations must be approved by the ARB. Seasonal holiday lights and decorations may only be displayed for not sooner than thirty (30) days before a holiday and must be removed no later than thirty (30) days after the holiday.

5.36 Enforcement. In the event the Association is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for himself or his family, Guests, Invitees or Tenants) shall be liable to the Association for costs incurred in the enforcement action, including reasonable attorney's fees and costs, whether incurred before the filing of suit, after filing, and in connection with trial or appellate proceeding or otherwise.

6. MAINTENANCE, REPAIR AND REPLACEMENT

6.1 Maintenance of Common Area and Parcels by the Association. Maintenance of the Common Area shall be the responsibility of the Association except as otherwise stated in Section 6.3.4. The Association shall be responsible for the repair and maintenance of landscaping, trees, shrubs, grass, sprinkler heads, mailboxes, walks, drives and parking areas (other than the walkway and driveway of any Parcel) situated in the Common Area, all lakes, ponds and other bodies of water within the Property, specifically including, without limitation, the responsibility to operate and

maintain the surface water management system or drainage system in accordance with the requirements of the South Florida Water Management District and all successor agencies relating to consumptive use and/or surface water management. The Association shall also be responsible for the maintenance, repair and replacement of all structures, and improvements, tennis facilities, pool, entry features, perimeter walls, streets, drives, sidewalks, bike paths, street lighting fixtures on the Common Property. All costs associated with the operation, maintenance, repair, replacement and monitoring of the Common Property, including all monitoring, administrative, and implementation expense required and resulting from a condition of any and all development permits and compliance with all South Florida Water Management and Army Corp of Engineers, or Collier County permit requirements, or those of any successor agencies, shall be a Common Expense to be allocated among all Units as part of the Assessment. The Association may maintain other property which it does not own, including without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The cost of such maintenance shall be allocated among all Units as part of the Common Expenses. Notwithstanding the above, the Association may contract with one or more independent contractors for the performance of any or all of such maintenance responsibilities.

6.2 Permits, Licenses and Easements. Subject to the provisions of Article 4, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

6.3 Maintenance of Parcels and Parcels by Owners. Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Unit and the Parcel, including all structures, parking areas, landscaping, irrigation systems and other improvements thereon except as otherwise maintained by the Association at his expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his Lot and Unit in accordance with the Community Wide Standards. Specifically it is the Owner's responsibility to repair, reconstruct or replace all damage resulting from any cause including but not limited to windstorm, fire, flood, hail, hurricanes, sinkholes, and other natural disasters, acts of God, and casualties regardless of whether or not such are or could be covered by property insurance carried by the Owner. The Owner is responsible for any deductibles. By way of illustration, and not limitation, the Owner's responsibility include:

6.3.1 All portions of his Lot and Unit (exterior and interior), including the structure and all structural components. This includes, but is not limited to, walks, entry doors, garage doors, roof components, windows, sliding glass doors, screens, screen enclosures and frames, screen doors and their hardware, frameworks and locks serving the Dwelling Unit. This obligation includes the obligation to clean the exterior of the Dwelling Unit, and to paint the exterior of the Dwelling Unit, so as to keep the same in a neat and orderly fashion. However, before painting the exterior of a Dwelling Unit, the Owner must obtain written approval of the ARB or Board. Painting of driveways is prohibited. Owners may stain the driveway on their Lot with a slip-resistant stain with prior written approval of the ARB.

6.3.2 All utility lines, ducts, conduits, pipes, wires and other utility fixtures, interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and

connections, telephone and other similar lines, and connections and sewer pipes serving only the individual Lot or Unit.

6.3.3 Any modifications, alterations, installations or additions to the Lot or Common Areas made by the Owner or his or her predecessors in title with Board approval, including but not limited to any decks, lanais or concrete pads. The Owner shall be responsible for insurance, maintenance, repair and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the property for which the Association is responsible.

6.3.4 Maintenance, repair and replacement of landscaping of individual Lots is the responsibility of the Owners, and must adhere to standards promulgated by the Association and/or the ARB. Lawns and planting beds must be in good health so as to present a neat and well-cared for appearance. Grass and other landscaping should not encroach or extend over surfaces such as driveways, curbs and sidewalks. Trees and shrubs must be maintained in a manner that does not allow limbs, branches and/or roots to obstruct or block sidewalks or roadways.

Owners of Units which are adjacent to any portion of the Common Property on which walls have been constructed shall maintain that portion of the Common Property which lies between the wall and the Unit boundary. Owners of Units fronting on any roadway within the Property shall maintain driveways serving their respective Units and shall maintain landscaping on that portion of the Common Property, if any, or right-of-way between the Unit boundary and the nearest street curb. Owners of Units fronting on the water's edge or upon greenbelt buffer fronting the water's edge of any lake or other body of water within the Property shall maintain and irrigate all landscaping between the Unit boundary and such water's edge; provided, the Owners shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval of the ARB.

6.4 Prohibition. Owners are not permitted to alter or tamper with the irrigation without the prior written consent of the Board.

6.5 Owner Liability. Should any Owner do any of the following:

6.5.1 Fail to perform the responsibilities as set forth in this Article or,

6.5.2 Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

6.5.3 Undertake unauthorized improvements or modifications to his Parcel, Parcel, Unit or to the Common Area; then

Except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Parcel, Parcel or Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof shall be added to and become a part of the assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Association

and become a lien against the subject Parcel, Parcel or Unit with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due.

6.6 Each Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Unit and on the Parcel that is not to be maintained by the Association.

6.7 In the event an Owner fails to maintain the Parcel and the improvements situated thereon, in a manner reasonably satisfactory to the Board or any committee established by the Board, upon direction of the Board the Association shall have the right through its agents and employees, to enter upon said Parcel to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Association pursuant to this Article shall be added to and become part of the assessment to which such Parcel is subject.

7. ADDITIONS AND ALTERATIONS; HURRICANE SHUTTERS. There shall be no Material Alteration or Additions to the Common Areas or association real property by the Association, except as authorized by the Board of Directors. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board.

Notwithstanding anything to the contrary above, the Board of Directors shall adopt, with the approval of the ARB, a model, style and color of hurricane shutter as a standard for use in the Properties. No hurricane or storm shutters except the standard model, color and style adopted by the Board of Directors and approved by the ARB shall be used.

The Board of Directors is authorized to adopt and enforce additional rules regarding the installation and removal of hurricane shutters, including but not limited to the timing and duration shutters may be installed or kept in the "down" position, and when they must be removed or placed in the "up" position.

8. ASSOCIATION INSURANCE. The following provisions shall govern insurance covering the Association:

8.1 Insurance policies covering the Common Areas shall be purchased by the Association and be issued by an insurance company authorized to do business in Florida.

8.2 The named insured shall be the Association itself and as agent for Owners without naming them and as agent for their mortgagees without naming them.

8.3 One copy of each insurance policy, or a certificate evidencing such policy, and endorsements thereto, shall be furnished by the Association to each first mortgagee if requested in writing.

8.4 The above paragraph notwithstanding, each member releases and indemnifies the Association, its members, employees and agents and shall hold them harmless for injuries or damages to persons or property because of the member's neglect, recklessness or intentional acts.

8.5 The Association shall maintain insurance covering the following:

8.5.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement including wind; and

8.5.2 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.

8.5.3 Comprehensive general public liability including host liquor liability and hired, owned and non-owned automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Association property, adjoining driveways and walkways, or any work, matters or things related to the Association property or this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than $1,000,000 for each accident or occurrence, combined single limit and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

8.5.4 The association shall obtain and maintain adequate insurance or fidelity bonding of persons who control or disburse funds of the association. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the association or its managing agent at any one time. As used in this Article, the term "persons who control or disburse funds of the association" includes, but is not limited to, individuals authorized to sign checks, the president, secretary, and treasurer of the association.

8.5.6 Workers Compensation coverage if required by law.

8.5.6 Umbrella liability in an amount of at least $1,000,000.

8.5.7 Directors and Officers liability coverage as deemed appropriate by the Board.

8.5.8 Flood insurance if deemed appropriate by the Board.

8.5.9 Other insurance as the Board shall determine from time to time to be desirable.

8.6 When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

8.6.1 subrogation against the Association and against the Owners individually and as a group,

8.6.2 pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk,

8.6.3 avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

8.7 Premiums upon insurance policies purchased by the Association shall be paid by the Association as an Common Expense, except that the amount of increase in the premium occasioned

by misuse, occupancy or abandonment of any one or more Parcels or their appurtenances or of the common areas by particular Owners shall be assessed against and paid by such Owners.

8.8 Insurance policies obtained by the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their interests may appear. Proceeds because of damage to the Common Areas shall be held in undivided shares for each Owner, such shares being the same as the undivided shares in the common areas appurtenant to each Parcel.

8.9 The Association is irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon a Parcel and for each Owner of any other interest in the Association property to adjust claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.10 The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within or upon their Lot or Unit nor casualty or theft loss to an Owner's property. It shall be the obligation of the individual Owner if such Owner so desires to purchase and pay for insurance as to such and other risks.

9. OWNER INSURANCE. The following provisions shall govern insurance covering the Owners:

9.1 Liability Insurance. Each Parcel Owner shall be responsible for purchasing and maintaining such policies of liability for accident or injury occurring on or about his/her Parcel, as he may deem appropriate.

9.2 Casualty Insurance. Each Owner shall be responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on his/her Unit and all other insurable Improvements situated upon his/her Parcel in an amount equal to the full replacement cost thereof The Association may periodically require proof of such insurance.

9.3 Duty to Reconstruct. Any Unit damaged, in whole or in part, must be reconstructed (pursuant to any and all ARB guidelines) within eighteen (18) months of the date the damage occurred. The Board of Directors shall have the ability to permit hardship exceptions and extensions of this requirement in the event an Owner application for said exception/extension is received in writing and good cause shown.

10. RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY. In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements.

10.1 Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advising in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

10.2 If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Parcels in sufficient amounts to provide funds for the payment of such costs.

11. ENFORCEMENT

11.1 In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Resident, Tenant, Guests or Invitees, (other than the non-payment of any Assessment or other charges), the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

11.1.1 Impose a fine against the Parcel as provided in Florida Statutes and in the Bylaws; and/or

11.1.2 Commence an action to enforce the performance on the part of the Owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

11.1.3 Commence an action to recover damages; and/or

11.1.4 Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; and/or

11.1.5 Elect any or all other remedies, restrictions or penalties available under law.

All expenses incurred by the Association in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate assessment, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Collier County.

11.2 Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorney's fees at trial and appellate levels to the prevailing party.

11.3 Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Unit or occupying his Parcel, including family members,

Tenants, Guests and Invitees if any act or omission shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by a Resident of any Parcel, or a Guest or Invitee, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

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

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

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

12.3 Adoption of Amendments. An amendment so proposed may be adopted by a vote of two-thirds of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

12.4 Execution and Recording. An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Lee County.

12.5 Automatic Amendment. Whenever Chapter 720, Chapter 617 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 this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board, without a vote of the Members, may also adopt by majority vote, amendments to this Declaration 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 as required for the operation of the Association, all as amended from time to time.

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

13. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. The following provisions are for the benefit of holders of first Mortgages on Units within the Property. The provision of this

Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

13.1 Notices of Action. A holder, insurer or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and identification of the Unit), shall be an eligible holder and shall be entitled to timely written notice of:

13.1.1 Any condemnation loss or casualty loss which affects a material portion of the Property or which affects and Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

13.1.2 Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

13.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

13.1.4 Any proposed action which would require the approval of a specified percentage of eligible holders.

13.2 Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Florida law, the following approvals shall be required:

13.2.1 Unless at least sixty-seven percent (67%) of the first Mortgagees or at least sixty-seven percent (67%) of the votes eligible to be cast by the Member consent, the Association shall not:

13.2.1.1 by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property compromising the Common Property which the Association owns, directly or indirectly (the granting of easements as hereinbefore provided shall not be deemed a transfer within the meaning of this subsection);

13.2.1.2 change the method of determining the obligations, Assessments or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Property regarding Assessments for such property shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

13.2.1.3 by act or omission change, wave, or abandon any scheme of regulations or enforcement thereof pertaining to the Architectural design or the exterior appearance and maintenance of Units and of the Common Property (the issuance and amendment of Architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.

13.2.1.4 fail to maintain insurance or fidelity bonds, as required by this Declaration; or

13.2.1.5 use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such Common Property in accordance with this Declaration.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of any Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

13.3 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Member or other party priority over any rights of the first Mortgage of any Unit in the case of distribution to such Member of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

13.4 Notice to the Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

13.5 Applicability. Nothing contained in this Article 13 shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Florida law for any of the acts set out in this Article.

13.6 Approval Deemed Given. If approval of an eligible holder or Mortgagee is requested in writing pursuant to this Article and a negative response is not received by the Association within thirty (30) days after such eligible holder's or Mortgagee's receipt thereof, then such eligible holder or Mortgagee shall be deemed to have given its approval.

14. LEASE OR OCCUPANCY OF PARCEL. In order to assure a Community of congenial Residents and thus protect the value of the Parcels, the conveyance and leasing of the Parcels by an Owner shall be subject to the following provisions:

14.1 Leasing of Parcels

14.1.1 Single Family Use Only. Only entire Parcels may be rented or leased. A lease is any use of a Parcel by a person other than the Owner for consideration. All leases must be in writing. There shall be no subdivision or subletting of Parcels. "Rent Sharing" or the renting of rooms is prohibited. Tenants may only occupy Parcels as a single-family residence as defined in this Declaration.

14.1.2 Term, Maximum Occupancy. All leases shall be limited to two permanent occupants per bedroom. A permanent occupant shall include any person who resides in a Parcel for any period exceeding fourteen days during any calendar year. No Owner may lease less than the entire Parcel or lease or rent their Parcel for a term or period of less than three (3) consecutive months, so that the high quality of the Community shall be maintained and not become a lodging

facility for transients. The three (3) month minimum lease period applies only to those Owners who acquire title to a Unit on or after the effective date of this provision. A Unit may not be leased more than two (2) times in any calendar year. No lease may be for a period of more than one (1) year, however, the Board may at its discretion approve the same lease from year to year. If any lease is terminated before the end of the original period a new lease may not be entered into until the original period expires except when the termination of a lease is for good cause as determined at the sole discretion of the Board. No sub-leases are allowed.

14.1.3 Board Right of Approval. The Board shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is it deems appropriate. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a tenant-screening entity. The Association may charge a fee for consideration of lease applications that is set by the Board of Directors and that does not exceed the maximum amount allowed by law. The Board may require an interview of any proposed Tenant, spouse and all proposed Occupants of a Parcel as a condition for approval.

14.1.4 Forms of Ownership:

14.1.4.1 One Person. A Lot may be owned by one natural person whose acquisition of title has been approved to the extent and in the manner elsewhere provided herein.

14.1.4.2 Two or More Persons. Co-ownership of a Lot by two or more natural persons who are not a married couple is not prohibited. The intent, however, is to allow the Lot Owner some degree of flexibility in estate, tax or financial planning; and such ownership will not be approved if the apparent effect is to allow an Owner to create circumstances where the Lot may be used as short-term transient accommodations for multiple families. If the co-Owners are other than a married couple , the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any change in the designated primary occupant shall be treated as a transfer of ownership of the affected Lot by sale or gift, subject to the provisions of this Article 14. No more than one such change will be approved in any twelve (12) month period, unless caused by the death of a primary occupant.

14.1.4.3 Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or a corporation, partnership or other business entity as a Lot Owner shall be conditioned upon designation by the Owner of one natural person to be the "primary occupant". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article 13. No more than one such change will be approved in any twelve (12) month period, unless caused by the death of the primary occupant.

14.1.5 Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each Owner of a Lot which is owned in the forms of ownership stated in preceding subsection shall designate a primary occupant in writing to the Association. If any Lot Owner fails to do so, the Board may make the initial designation for the Owner, and shall notify the Owner in writing of its action. If the ownership of a Lot is such that the designation of a primary occupant is not required, the Lot Owner may, nevertheless, choose to designate one, subject to Board approval.

14.1.6 Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from the Lot, and occupancy shall be as if the life tenant was the only Owner. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners under Section 14.1.2, above, for purposes of determining voting and occupancy rights. Upon termination of the life estate, the holders of the remainder interest shall designate a primary occupant in writing to the Association.

14.2 Types of Transfers of Ownership.

14.2.1 By sale or gift. No Lot Owner may dispose of a Lot or of any ownership interest in a Lot by sale or gift (including agreement for deed) without prior written approval of the transfer by the Board.

14.2.2 By devise or inheritance. If any Owner acquires title by devise or inheritance, his right to occupy or use the Lot shall be subject to the approval of the Board under Section 14.3.1.2 below. The approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or who was related to the Owner by blood or adoption in the first degree.

14.2.3 Other methods. If any person acquires title in any manner not covered in the foregoing subsections, that person shall have no right to occupy or use the Lot before his occupancy has been approved by the Board under the procedures outlined in Section 14.3 below.

14.3 Procedures.

14.3.1 Notice to Association.

14.3.1.1 Sale or Gift. An Owner intending to make a sale or gift of his Lot or any interest therein shall give to the Board or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and all other information the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

14.3.1.2 Devise, Inheritance or Other Transfers. The transferee must notify the Board of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Lot following the procedures contained in this Declaration.

14.3.1.3 Demand. With the notice required in Subsection 14 above, the Lot Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Lot at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Lot determined as provided below.

14.3.1.4 Failure to Give Notice. If no notice is given, the Board, at its election, may approve or disapprove occupancy by the transferee at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Lot, such failure shall create a rebuttable presumption that the seller and the purchaser intended to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

14.3.2 Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or a Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

14.3.3 Disapproval.

14.3.3.1 With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

14.3.3.1.1 The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

14.3.3.1.2 The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

14.3.3.1.3 The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Neighborhood;

14.3.3.1.4 The person seeking approval has a history of disruptive behavior;

14.3.3.1.5 The person seeking approval has evidenced an attitude of disregard for association rules or the rights or property of others, by his past conduct;

14.3.3.1.6 The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or has provided false information during the application process; or

14.3.3.1.7 The transaction, if a sale or gift, was concluded by the parties without having both sought and obtained the prior approval required herein.

14.3.3.2 Without Good Cause. Approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in this Section 13, then within thirty (30) days after the Board meeting at which the transaction was disapproved, the Board shall deliver in writing to the Owner (hereafter "the seller") the name of an approved purchaser who will purchase the Lot at the same price, and upon the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the buyer shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and assessments for common expenses shall be prorated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not more than sixty (60) days after the date of Board disapproval, or thirty (30) days after determination of fair market value by appraisal, whichever occurred last. Failure or refusal to close by either party shall constitute a breach of contract, and shall entitle the other party to seek specific performance or damages.

14.3.3.3 If the Board fails to deliver the name of an approved purchaser within thirty (30) days as required above, the original proposed purchaser shall be deemed approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Unapproved Transfers. Any sale or transfer of ownership that is not approved, or is disapproved pursuant to the terms of this Declaration, shall be void or voidable by the Association unless subsequently approved in writing by the Board.

14.5 Transfer Fees. The Board may require the payment of a preset screening/transfer fee in connection with the notices required pursuant to this Section 13. Said screening fee is set by action of the Board of Directors and shall not exceed the maximum amount allow by law. No approvals shall be given unless the fee has been paid.

14.6 Exceptions. The foregoing provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association or other mortgagee approved by the Association that acquires its title as the result of owning a purchase money first mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings. However, a transferee of a first mortgagee shall be required to be approved by the Association and comply with all other terms of the Governing Documents as a condition of ownership and holding title in a Lot.

15. TERM OF DECLARATION AND TERMINATION

The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, and any Owner or any Member, their

respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically renewed and extended for successive ten (10) year periods, unless an instrument in writing, signed by a majority of the then Owners and Mortgagees holding Mortgages on a majority of the Units, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restriction, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

16. INDEMNIFICATION

16.1 The Association shall indemnify any person 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 (other than an action by or in the right of the Association) by reason of the fact that they are or were a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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 the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

16.2 To the extent a Director, Officer or Committee Member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

16.3 Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer or Committee Member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

16.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the Director, Officer or Committee Member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

16.5 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 law, agreement, vote of members or otherwise, both as to action in their official capacity while holding such office 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, executors and administrators of such person.

16.6 The 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 Association, or is or was serving at the request of the Association as a Director, Officer, Committee Member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the duty to indemnify them against such liability under the provisions of this Article.

17. ASSOCIATION LIABILITY

17.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Areas. Further, the 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 Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Governing Documents, or Rules and Regulations, 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, or Permitted Person. Without limiting the generality of the foregoing:

17.1.1 It is the express intent of the association documents that the various provisions thereof which are enforceable by the association and which govern or regulate the uses of the Community have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the association property and the value thereof;

17.1.2 The 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, County and/or any other jurisdiction or the prevention of tortious activities; and

17.1.3 Any provisions of the Governing Documents or Rules and Regulations setting forth the uses of 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 assessment funds and not as

creating a duty of the Association to protect or further the health, safety or welfare of any person, even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title) and each other person having an interest in or lien upon, or making any use of, any portion of the association 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 association arising from or connected with any matter for which the liability of the association has been disclaimed in this provision.

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

18. ARCHITECTURAL CONTROL. The Association, acting through the Board or the Architectural Review Board (ARB), shall have the authority to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on the Parcel, and to enforce standards for the external appearance of any structure or improvement located on the Parcel, as set forth in the Governing Documents and in any architectural guidelines promulgated by the Board. If there are any conflicts between this Declaration and architectural guidelines, if any, the Declaration will control. The Architectural Review Board shall consist of at least three Members of the Association appointed by the Board. The Board may act as the ARB and in the absence of the Board's appointment of an ARB, the Board shall be the ARB. The Board in its sole and absolute discretion may remove members of the ARB at any time, with or without cause.

18.1 Approval Necessary. No dwelling, building, outbuilding, garage, pool, decking, paving, fence, wall, retaining wall, patio, screened enclosure, walkway or other structure or improvement of any kind shall be erected, constructed, or placed on or adjacent to any Parcel, nor shall the exterior of any Unit or other Improvement (including any roofing or other building materials) be altered or modified, nor shall any other Improvements on any Parcel be altered, changed, or modified, nor shall any landscaping or vegetation be materially altered, changed or modified or additional landscaping be installed by an Owner, nor shall any exterior changes (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof, a complete sets of plans and specifications therefore, including, as applicable, front, side and rear elevations, time line for completion and floor plans, a Parcel plan shall have been first submitted in writing for approval and approved in writing by the ARB. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARB shall be empowered to approve or disapprove the colors of the exteriors of dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

18.2 Architectural Review Board. All required approvals or disapprovals of the ARB must be in writing to be valid for purposes of this Declaration. Decisions of the ARB shall be based on aesthetics, harmony, balance and compatibility of the proposed improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans and specifications prepared by licensed

architects, where applicable. The ARB shall either grant such approval or deny the same based upon its sole discretion as to whether the improvements will be aesthetically pleasing, consistent with the architecture of the buildings in the Association, and similar to other such improvements previously allowed.

18.3 Endorsement of Plans. Approvals of plans, specifications and location of improvements by the ARB shall be endorsed on both sets of said plans and specifications, and one set shall be returned to the person submitting the same. The approval of the ARB of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ARB of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within eighteen months with the exception of materials shortage, inclement weather or acts of God.

18.4 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the ARB, no building, outbuilding, garage, fence, wall, retaining wall, or other Improvement or Structure of any kind shall be erected, constructed, placed, altered or maintained upon any Parcel unless the same shall be erected, constructed or altered in conformity with the plans and specifications and Parcel plans approved by the ARB.

18.5 Right of Entry. Any member of the ARB may at any reasonable time enter and inspect any Lot or property that is subject to a specific request for ARB approval or a modification on the Lot, and for the purpose of rendering a decision regarding the request for modification.

18.6 Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the ARB's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

18.7 Restoration in Event of Damage or Destruction. In the event any Improvement on a Parcel is damaged or destroyed, in whole or in part, the Parcel Owner shall take action deemed necessary by the ARB to correct any unsightly or dangerous condition resulting from such damage or destruction. The Parcel Owner shall take corrective action to either restore or remove the condition. The work shall be completed within six-months after the date of the damage or destruction, which may be extended by the ARB for good cause shown. The Owner shall undertake such corrective action as soon, as is practicable in order to avoid an unsightly or dangerous conditions. In the event the Owner fails or refuses to take the required corrective action, as deemed appropriate by the ARB, or in the aftermath of a catastrophic event, such as hurricane, the Association shall have the right, but not the obligation, to go upon the Parcel and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Parcel for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration.

18.8 Non-Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

18.9 Fill and Grade. No fill shall be added to or removed from any Parcel nor shall the Owner of any Parcel do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ARB. The approval of South Florida Water Management District may also be required.

18.10 In the event the ARB fails to approve or disapprove the requested item within forty-five (45) after the ARB has acknowledged receipt of a complete application, it shall be considered as being approved. Should the ARB be a body other than the Board a decision of the ARB may be appealed by any member to the Board and such appeal must be filed in writing and received by the Board within ten days of the decision of the ARB. The Board shall render a decision with respect to the matter appealed within thirty-days after the Board receives such appeal and the decision of the Board will be final. If the Board fails to reach a decision as to the matter within said thirty-day period, the decision of the ARB shall govern.

18.11 No Liability. No review or approval by the ARB shall imply or be deemed to constitute an opinion by the ARB nor impose upon the ARB, the Association, or any other party, any liability for the design or construction of the building elements, including but not limited to, structural integrity or life and safety requirements. The scope of such review and approval is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility or proposed improvements in the Property. No review or approval will be for any other person or purpose, and no person other than the ARB shall have any right to rely thereon, and any review or approval by the ARB will not create any liability whatsoever for the ARB or the Association to any other person or party whatsoever.

19. GENERAL PROVISIONS

19.1 The Association, or any Owner, has the right to enforce, by any proceeding at law or in equity, restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents or the Rules and Regulations. Failure by the Association or any Owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter.

19.2 The invalidity in whole or in part of any covenant or restriction, or any Article, subsection, sentence, clause, phrase, word, or other provisions of the Governing Documents or Rules and Regulations shall not affect the validity of the remaining portions.

19.3 Additional residential property and Common Area may be annexed to the Community only by amendment of this Declaration.

19.4 Notices. Except as provided specifically by law, notices to the Association required or desired hereunder or in the Bylaws may be sent by first class mail or hand delivery to the address

as may be designated by from time to time, in writing to the Owners. Except as provided specifically by law, notices to any Owner may be sent by electronic transmission, first class mail or hand delivery to the address as may be designated by him from time to time, in writing to the Association.

19.5 Exhibits. There are hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto and to the original Declaration which under the Act are required to be part of the Declaration.

19.6 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder and if 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 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.

19.7 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in the County.

19.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any Article, sub-section, sentence, clause, phrase or word, or other provision of the Governing Documents or the Rules and Regulations adopted as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

19.9 Waiver. No provisions contained in this Governing Documents or Rules and Regulations 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.

19.10 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) and each Occupant by reason of his occupancy shall be deemed to have acknowledged and agreed that all the provisions of this Declaration the Articles, Bylaws and Rules and Regulations of the Association, are fair and reasonable in all material respects.

19.11 Plurality; Gender. Wherever 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.

19.12 Captions. The captions 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.

American Engineering
Consultants, Inc.

790 Harbour Drive
Naples, Florida 34103
941-649-1551 • FAX 941-649-7112

BEING A PARCEL OF LAND THAT IS LYING WITHIN THE EAST ONE-HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 16 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 2640.90 FEET TO THE NORTH QUARTER CORNER; THENCE SOUTH 1 DEGREE 31 MINUTES 21 SECONDS EAST ALONG THE NORTH QUARTER LINE, A DISTANCE OF 1048.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID LINE, A DISTANCE OF 627.47 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 133.00 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 16.02 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD OF 35.36 FEET BEARING NORTH 46 DEGREES 31 MINUTES 21 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 36.09 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 95.00 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 118.23 FEET; THENCE NORTH 45 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 21.98 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 44 DEGREES 00 MINUTES 05 SECONDS, AND A CHORD OF 37.46 FEET BEARING SOUTH 66 DEGREES 28 MINUTES 37 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 38.39 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 299.50 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 07 SECONDS. THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 49.52 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 42 MINUTES 56 SECONDS. THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 48.62 FEET; THENCE NORTH 35 DEGREES 48 MINUTES 19 SECONDS WEST, A DISTANCE OF 39.94 FEET; THENCE NORTH 78 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 103.43 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 43 SECONDS EAST, A DISTANCE OF 156.06 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53 DEGREES 07 MINUTES 48 SECONDS, AND A CHORD OF 22.36 FEET BEARING SOUTH 66 DEGREES 04 MINUTES 37 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 23.18 FEET; THENCE NORTH 50 DEGREES 31 MINUTES 23 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32 DEGREES 50 MINUTES 21 SECONDS, AND A CHORD OF 14.13 FEET BEARING NORTH 23 DEGREES 05 MINUTES 32 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 14.33 FEET; THENCE SOUTH 45 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 110.75 FEET; THENCE

EXHIBIT "A"

NORTH 44 DEGREES 16 MINUTES 08 SECONDS WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 18 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 126 39 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 492.50 FEET; THENCE SOUTH 22 DEGREES 14 MINUTES 21 SECONDS EAST, A DISTANCE OF 48 93 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 68 DEGREES 30 MINUTES 40 SECONDS, AND A CHORD OF 56.29 FEET BEARING SOUTH 77 DEGREES 59 MINUTES 01 SECOND EAST; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 59.79 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 67.08 FEET, A CENTRAL ANGLE OF 46 DEGREES 57 MINUTES 32 SECONDS, AND A CHORD OF 53.45 FEET BEARING SOUTH 67 DEGREES 12 MINUTES 27 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 54 98 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 47 SECONDS EAST, A DISTANCE OF 123.77 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 400 00 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 502.47 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 92 DEGREES 17 MINUTES 22 SECONDS; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 80.54 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 610 01 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 87 DEGREES 42 MINUTES 45 SECONDS, THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 76.54 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.86 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 160.00 FEET, THENCE SOUTH 77 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 169 77 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 207 DEGREES 28 MINUTES 21 SECONDS, THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 688.00 FEET, THENCE SOUTH 74 DEGREES 32 MINUTES 27 SECONDS WEST, A DISTANCE OF 163.56 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 46 SECONDS WEST, A DISTANCE OF 165 00 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET, THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 97.47 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 18 SECONDS, THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 20.61 FEET, THENCE SOUTH 88 DEGREES 28 MINUTES 46 SECONDS WEST, A DISTANCE OF 174 19 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 16.51 FEET, THENCE SOUTH 88 DEGREES 28 MINUTES 46 SECONDS WEST, A DISTANCE OF 135.00 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID EAST ONE-HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4); THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 1320.43 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 10.00 FEET, THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 93.51 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 33 MINUTES 08 SECONDS; THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 117.35 FEET; THENCE NORTH 38 DEGREES 01 MINUTE 53 SECONDS EAST, A DISTANCE OF 33.10 FEET, THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 15.70 FEET, THENCE

EXHIBIT "A"

NORTH 38 DEGREES 01 MINUTE 53 SECONDS EAST, A DISTANCE OF 33.10 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST A DISTANCE OF 15.70 FEET; THENCE NORTH 38 DEGREES 01 MINUTE 53 SECONDS EAST, A DISTANCE OF 41.66 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 78.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 14 MINUTES 04 SECONDS; THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 50.69 FEET; THENCE NORTH 0 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 10.73 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 38 DEGREES 44 MINUTES 11 SECONDS, AND A CHORD OF 16.58 FEET BEARING NORTH 69 DEGREES 54 MINUTES 50 SECONDS WEST; THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 16.90 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF IMMOKALEE ROAD (A 150 FOOT WIDE ROADWAY, A.K.A. STATE ROAD 846); THENCE SOUTH 89 DEGREES 16 MINUTES 56 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 95.65 FEET; THENCE SOUTH 0 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 16.34 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 158.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 14 MINUTES 04 SECONDS; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 102.68 FEET; THENCE SOUTH 38 DEGREES 01 MINUTE 53 SECONDS WEST, A DISTANCE OF 86.87 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 33 MINUTES 08 SECONDS; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 69.03 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 32.78 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 01 SECOND EAST, A DISTANCE OF 40.14 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 47 DEGREES 12 MINUTES 51 SECONDS; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 41.20 FEET; THENCE SOUTH 44 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 778.98 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 15 MINUTES 33 SECONDS; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 206.18 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 450.31 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 26.61 ACRES, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND/OR ENCUMBRANCES OF RECORD.

THE BEARINGS USED FOR THIS DESCRIPTION ARE BASED UPON AN ASSUMED BEARING OF SOUTH 89 DEGREES 16 MINUTES 56 SECONDS FOR THE NORTH LINE OF THE AFORESAID SECTION 27

PREPARED BY: AMERICAN ENGINEERING CONSULTANTS, INC.

T. ALAN NEAL 08/20/99
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. #4656

EXHIBIT "A"

American Engineering
Consultants, Inc.

790 Harbour Drive
Naples, Florida 34103
941-649-1551 • FAX 941-649-7112

BEING A PARCEL OF LAND THAT IS LYING WITHIN THE EAST ONE-HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 16 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 2640.90 FEET TO THE NORTH QUARTER CORNER; THENCE SOUTH 1 DEGREE 31 MINUTES 21 SECONDS EAST ALONG THE NORTH QUARTER LINE, A DISTANCE OF 1676.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID LINE, A DISTANCE OF 1000.93 FEET TO THE CENTER OF SAID SECTION; THENCE NORTH 89 DEGREES 13 MINUTES 59 SECONDS WEST ALONG THE WEST QUARTER LINE, A DISTANCE OF 1320.59 FEET TO THE INTERSECTION OF THE WEST LINE OF THE AFORESAID EAST ONE-HALF (E1/2); THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 862.95 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 135.00 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 16.51 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 174.19 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 18 SECONDS, AND A CHORD OF 20.47 FEET BEARING SOUTH 10 DEGREES 17 MINUTES 25 SECONDS WEST; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 20.61 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 97.47 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 74 DEGREES 32 MINUTES 21 SECONDS EAST, A DISTANCE OF 163.56 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 207 DEGREES 28 MINUTES 21 SECONDS; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 688.00 FEET; THENCE NORTH 77 DEGREES 59 MINUTES 18 SECONDS WEST, A DISTANCE OF 169.77 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 46 SECONDS WEST, A DISTANCE OF 160.00 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 30.86 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 87 DEGREES 42 MINUTES 45 SECONDS; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 76.54 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 610.01 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 92 DEGREES 17 MINUTES 22 SECONDS; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 80.54 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 502.47 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 47 SECONDS WEST, A DISTANCE OF 123.77 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF

67.08 FEET, A CENTRAL ANGLE OF 46 DEGREES 57 MINUTES 32 SECONDS, AND A CHORD OF 53.43 FEET BEARING NORTH 67 DEGREES 12 MINUTES 27 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 54.98 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 68 DEGREES 30 MINUTES 40 SECONDS, AND A CHORD OF 56.29 FEET BEARING NORTH 77 DEGREES 39 MINUTES 01 SECOND WEST; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 59.79 FEET; THENCE NORTH 32 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 48.93 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 492.50 FEET; THENCE NORTH 18 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 126.39 FEET; THENCE SOUTH 44 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 45 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 110.75 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32 DEGREES 50 MINUTES 21 SECONDS, AND A CHORD OF 14.13 FEET BEARING SOUTH 23 DEGREES 05 MINUTES 32 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 14.33 FEET; THENCE SOUTH 50 DEGREES 31 MINUTES 23 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53 DEGREES 07 MINUTES 48 SECONDS, AND A CHORD OF 22.36 FEET BEARING NORTH 66 DEGREES 04 MINUTES 39 SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 23.18 FEET; THENCE SOUTH 39 DEGREES 30 MINUTES 43 SECONDS WEST, A DISTANCE OF 156.06 FEET; THENCE SOUTH 78 DEGREES 39 MINUTES 30 SECONDS EAST, A DISTANCE OF 103.43 FEET; THENCE SOUTH 43 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 39.94 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55 DEGREES 52 MINUTES 56 SECONDS, AND A CHORD OF 46.73 FEET BEARING SOUTH 26 DEGREES 20 MINUTES 47 SECONDS WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 48.62 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 49.52 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 03 SECONDS; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 78.54 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 299.30 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 44 DEGREES 00 MINUTES 05 SECONDS; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 38.40 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 23 SECONDS EAST, A DISTANCE OF 21.98 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 118.23 FEET; THENCE NORTH 48 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 95.00 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD OF 35.36 FEET BEARING SOUTH 46 DEGREES 31 MINUTES 21 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 39.27 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.02 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINING 29.38 ACRES, MORE OR LESS.

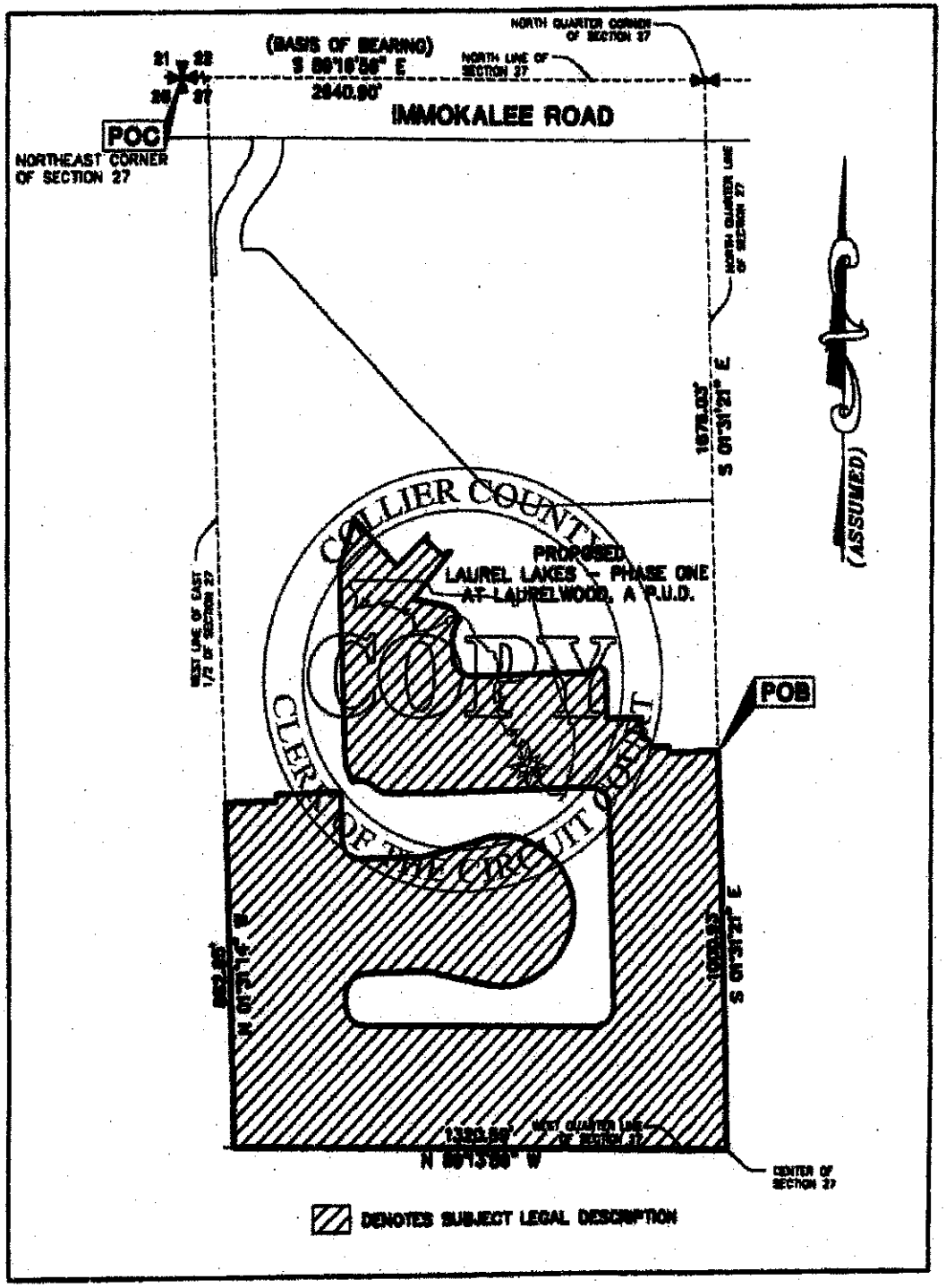
SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND/OR ENCUMBRANCES OF RECORD.

THE BEARINGS USED FOR THIS DESCRIPTION ARE BASED UPON AN ASSUMED BEARING OF SOUTH 89 DEGREES 16 MINUTES 56 SECONDS FOR THE NORTH LINE OF THE AFORESAID SECTION 27.

PREPARED BY: AMERICAN ENGINEERING CONSULTANTS, INC.

T. ALAN NEAL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. #4656

NOT A SURVEY. SKETCH OF PROPERTY DESCRIPTION ONLY.



SKETCH OF LEGAL DESCRIPTION

NOT TO SCALE

SHEET 3 OF 3

EXHIBIT "B"

PARCEL No. 9

PROPERTY DESCRIPTION
20.17 ACRE TRACT

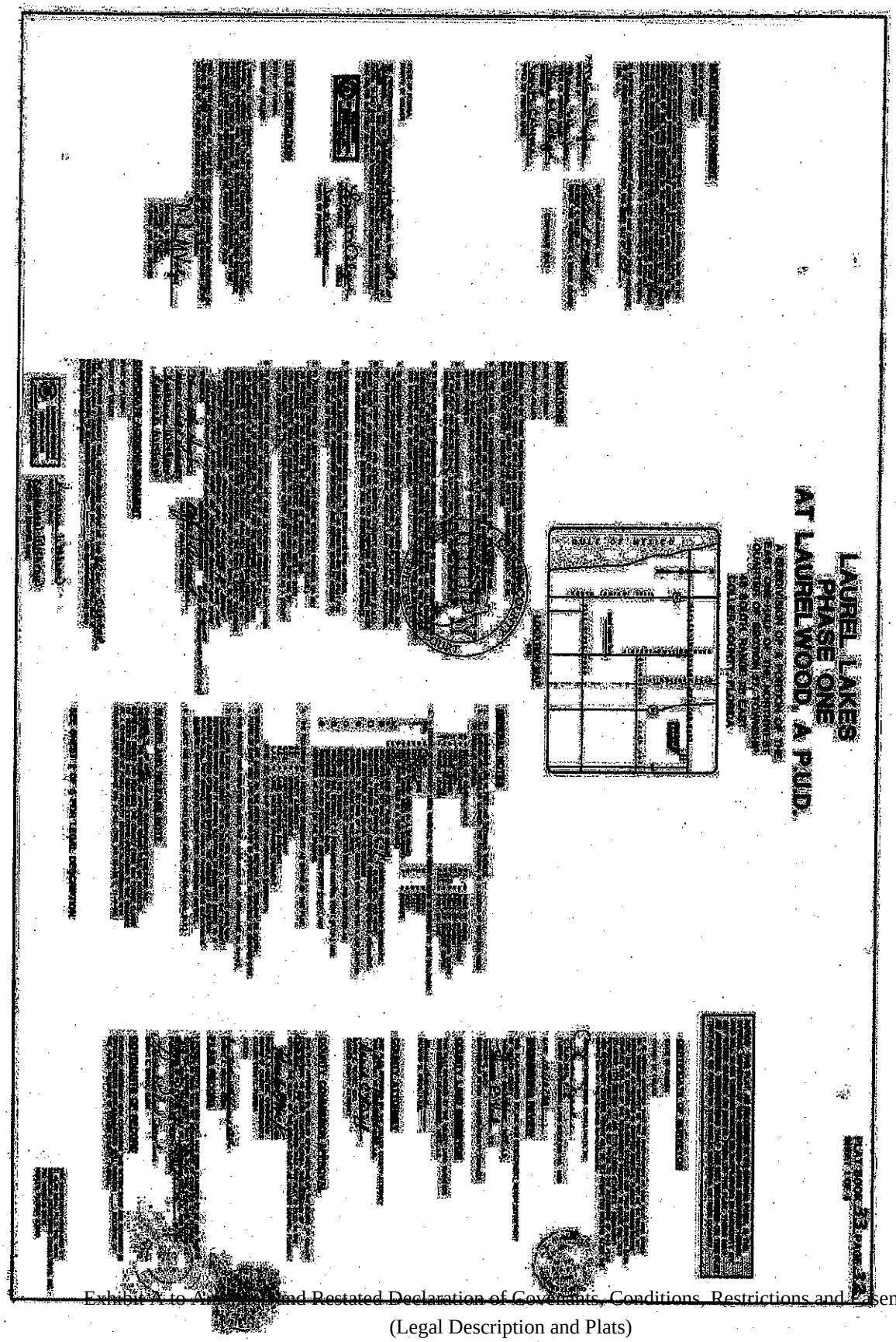
BEING A PARCEL OF LAND THAT IS LYING WITHIN THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

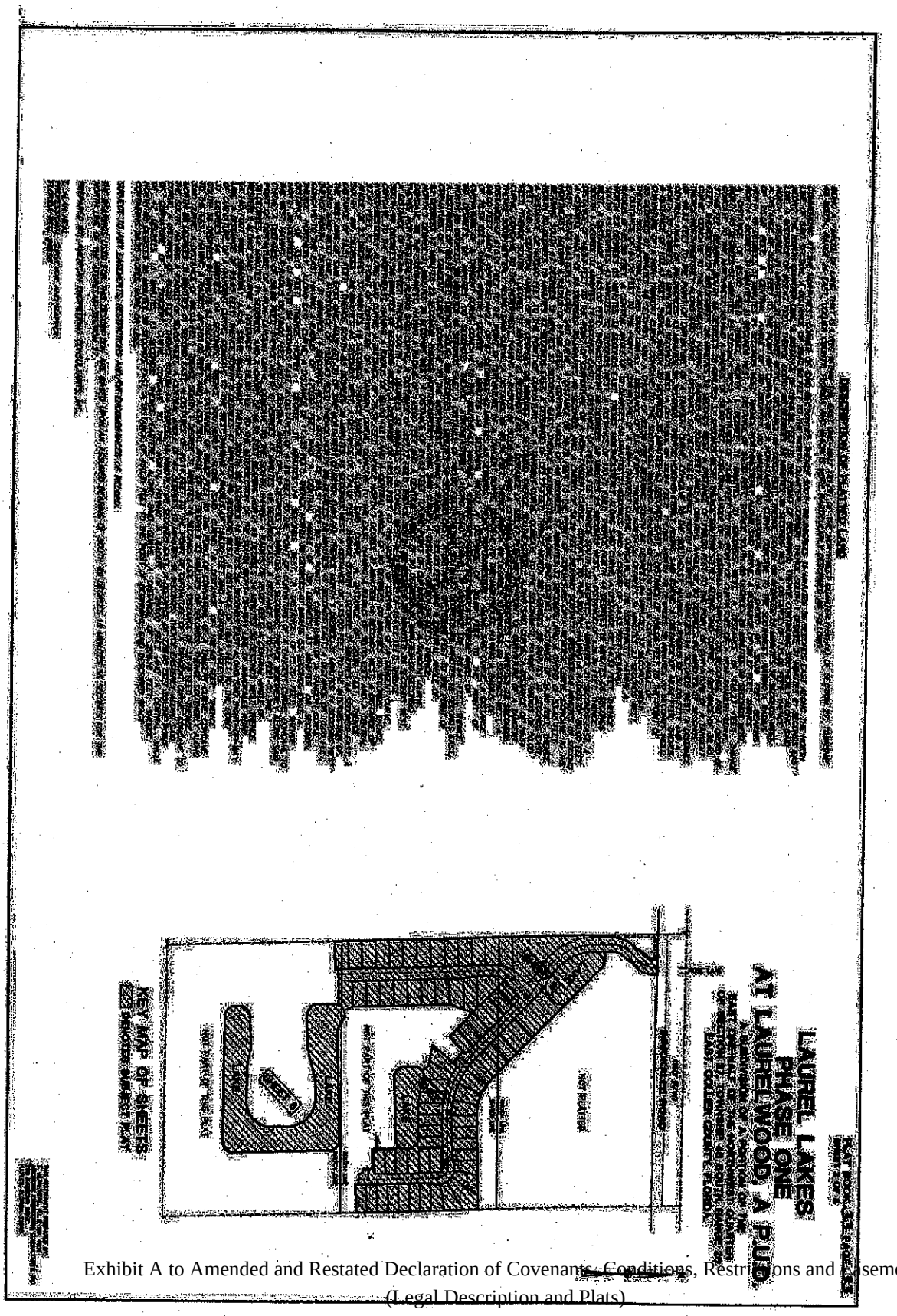
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 16 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 2640.90 FEET TO THE NORTH QUARTER CORNER; THENCE SOUTH 1 DEGREE 31 MINUTES 21 SECONDS EAST ALONG THE NORTH QUARTER LINE, A DISTANCE OF 150.11 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF IMMOKALEE ROAD (A.K.A. S.R. 846) (A 150 FEET WIDE ROADWAY) AND BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 31 MINUTES 21 SECONDS EAST ALONG SAID QUARTER LINE, A DISTANCE OF 898.44 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 410.31 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 15 MINUTES 10 SECONDS; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 206.24 FEET TO THE POINT OF TANGENT; THENCE NORTH 44 DEGREES 16 MINUTES 08 SECONDS WEST, A DISTANCE OF 178.98 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 19 MINUTES 51 SECONDS; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 41.30 FEET TO THE POINT OF TANGENT; THENCE SOUTH 88 DEGREES 31 MINUTES 06 SECOND WEST, A DISTANCE OF 40.14 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 32.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES 33 MINUTES 08 SECONDS; THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 69.03 FEET TO THE POINT OF TANGENT; THENCE NORTH 38 DEGREES 01 MINUTE 53 SECONDS EAST, A DISTANCE OF 86.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 158.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 14 MINUTES 04 SECONDS; THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 102.68 FEET TO THE POINT OF TANGENT; THENCE NORTH 0 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 16.34 FEET TO THE INTERSECTION OF THE ABOVE MENTIONED SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 89 DEGREES 16 MINUTES 56 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1125.40 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 20.17 ACRES, MORE OR LESS.

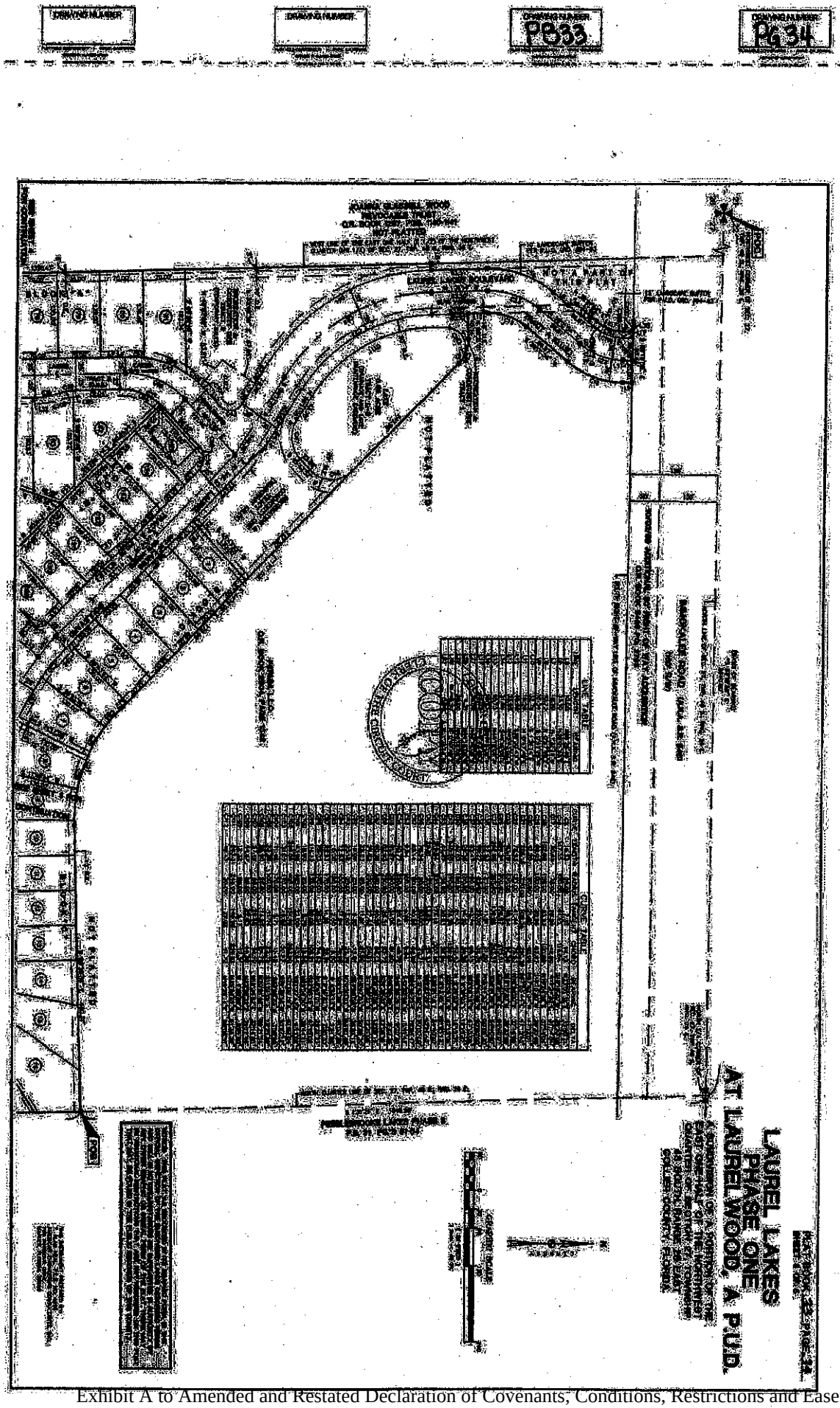
SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND/OR ENCUMBERANCES.

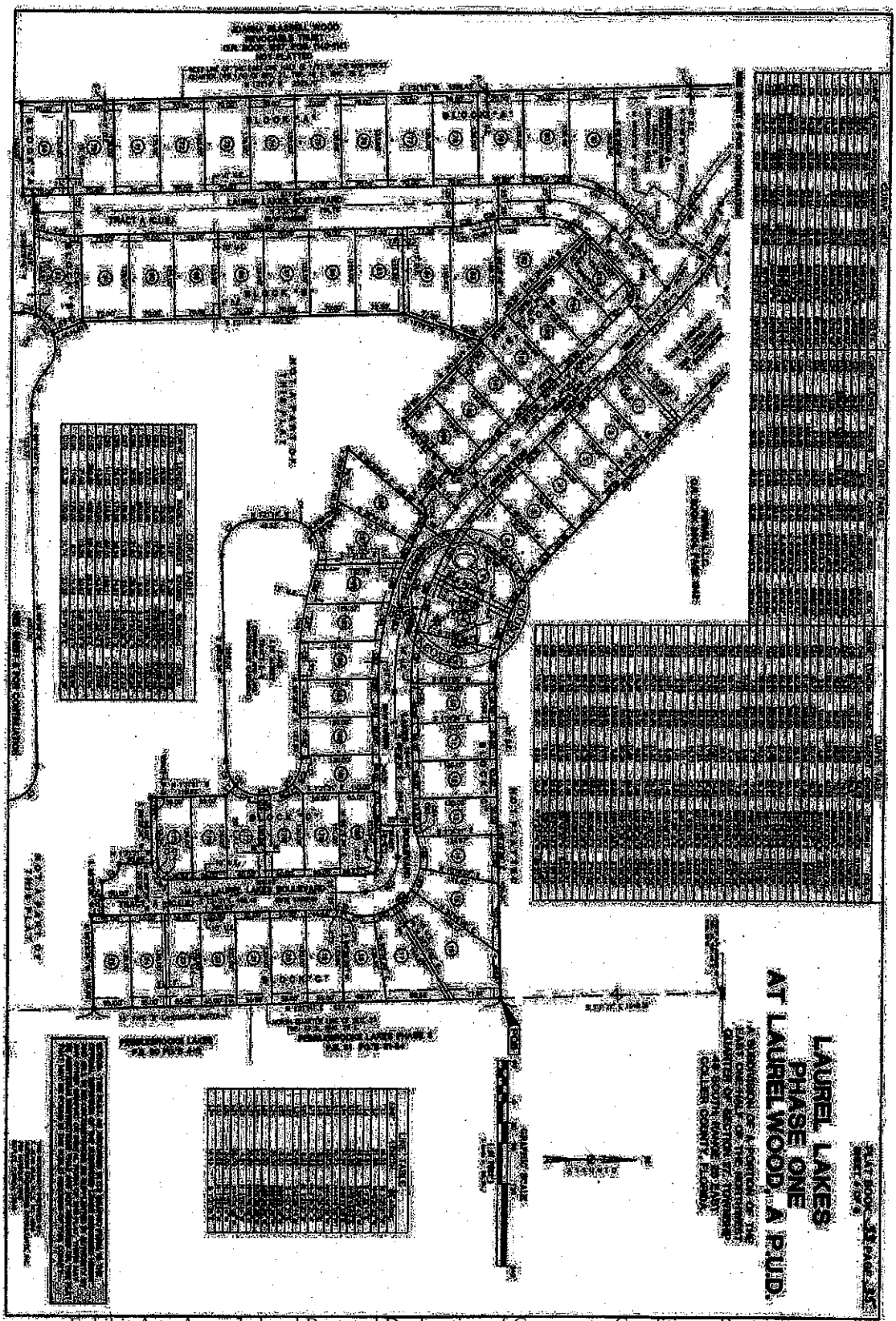
THE BEARINGS USED FOR THIS DESCRIPTION ARE BASED UPON AN ASSUMED BEARING OF SOUTH 89 DEGREES 16 MINUTES 56 SECONDS EAST FOR THE NORTH LINE OF THE AFORESAID SECTION 27.

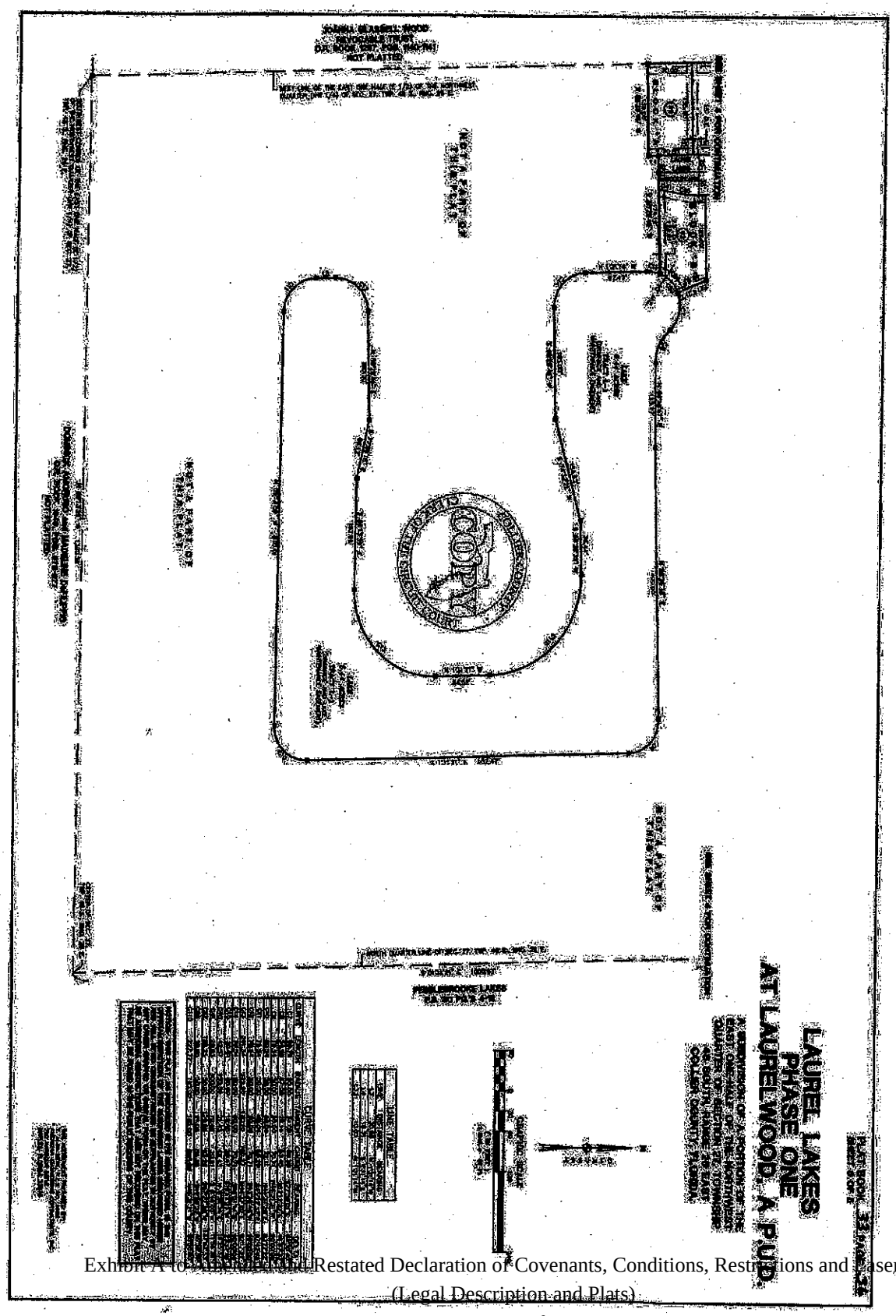
EXHIBIT "C"

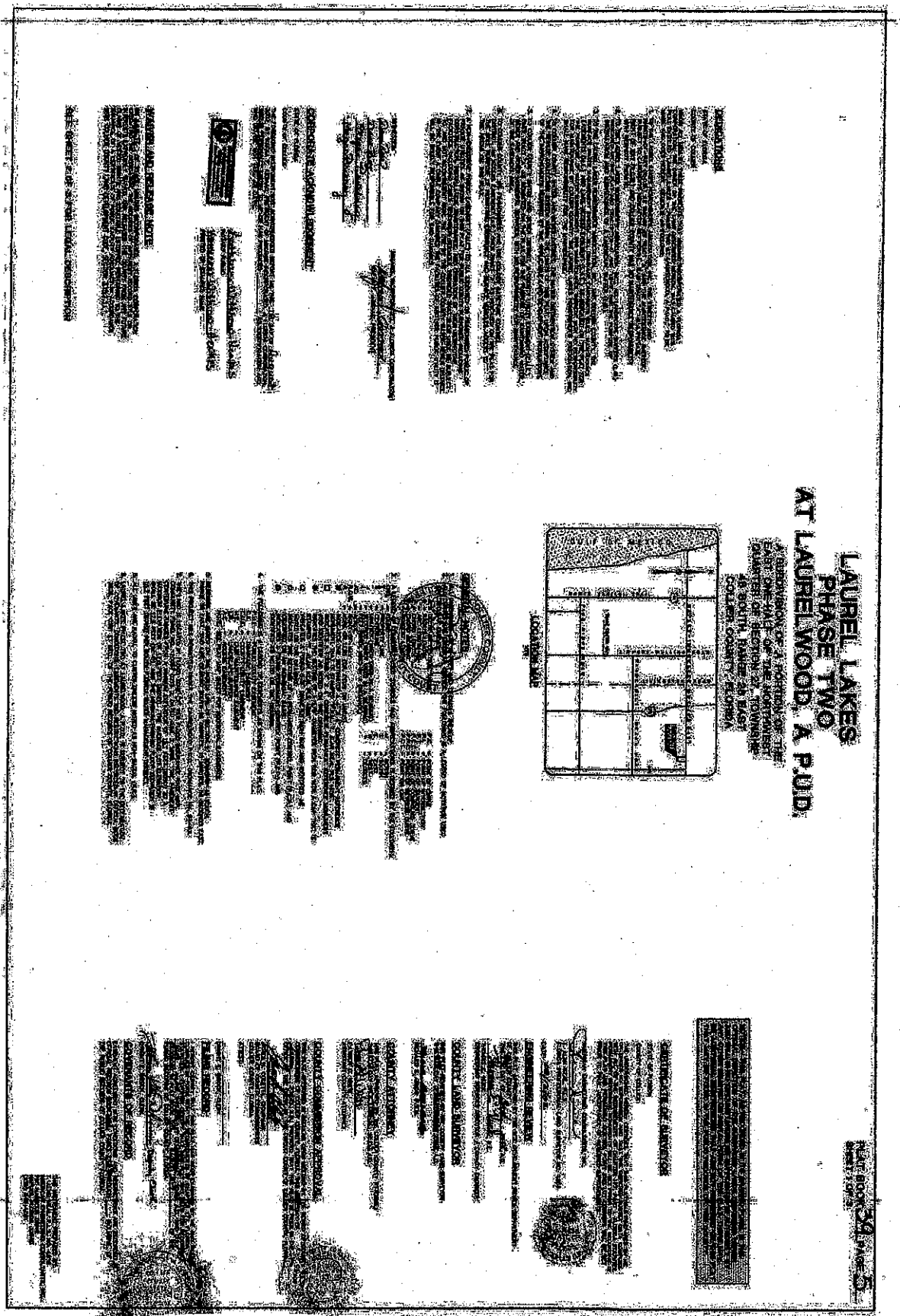

PB33
PG32
LAUREL LAKES
PHASE ONE
AT LAUREL WOOD, A PUD


LAUREL LAKES
PHASE ONE
AT LAURELWOOD, A PUD
KEY MAP OF SHEETS

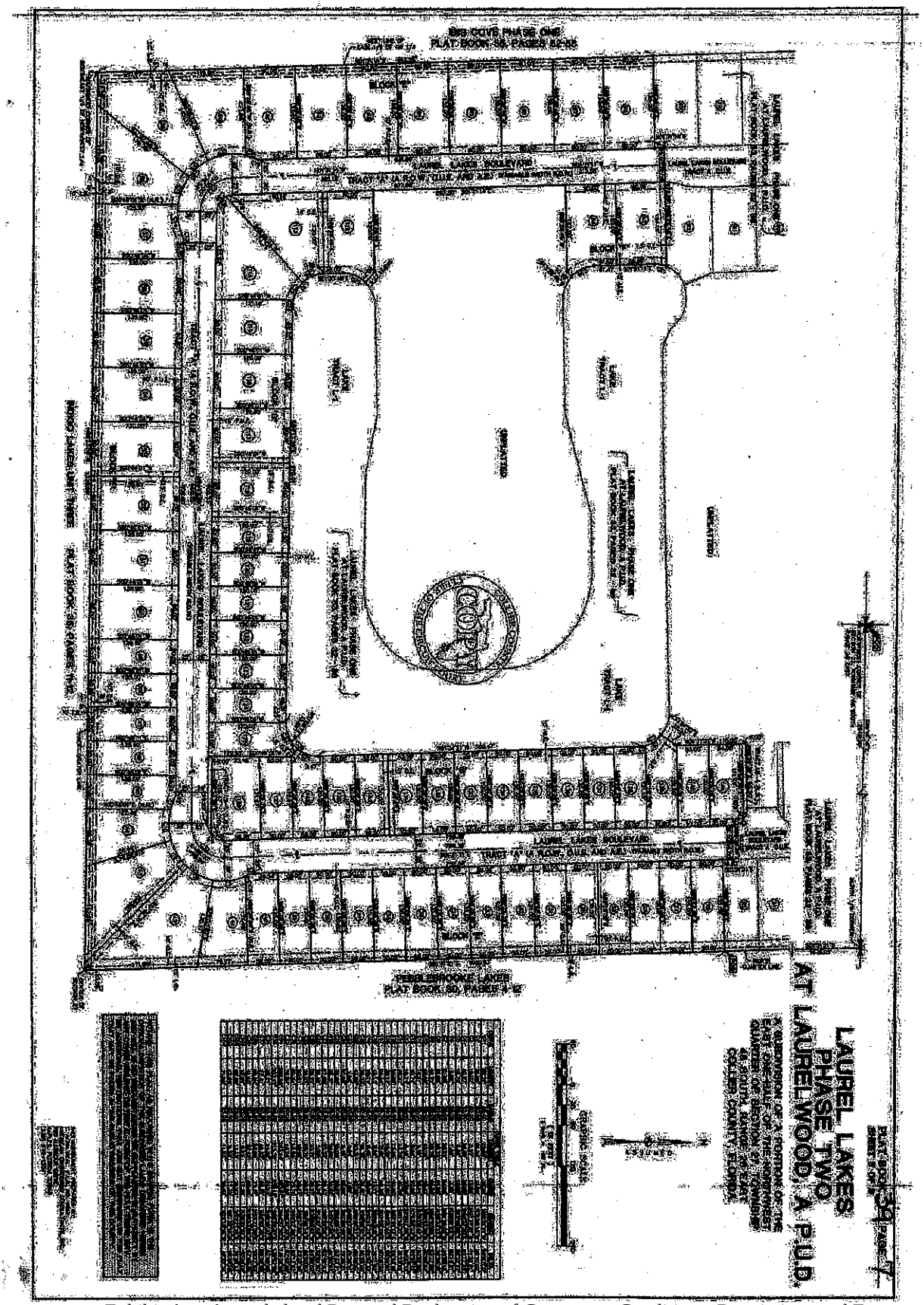

PB33
PG 34
LAUREL LAKES
PHASE ONE
LAURELWOOD, A P.U.D.

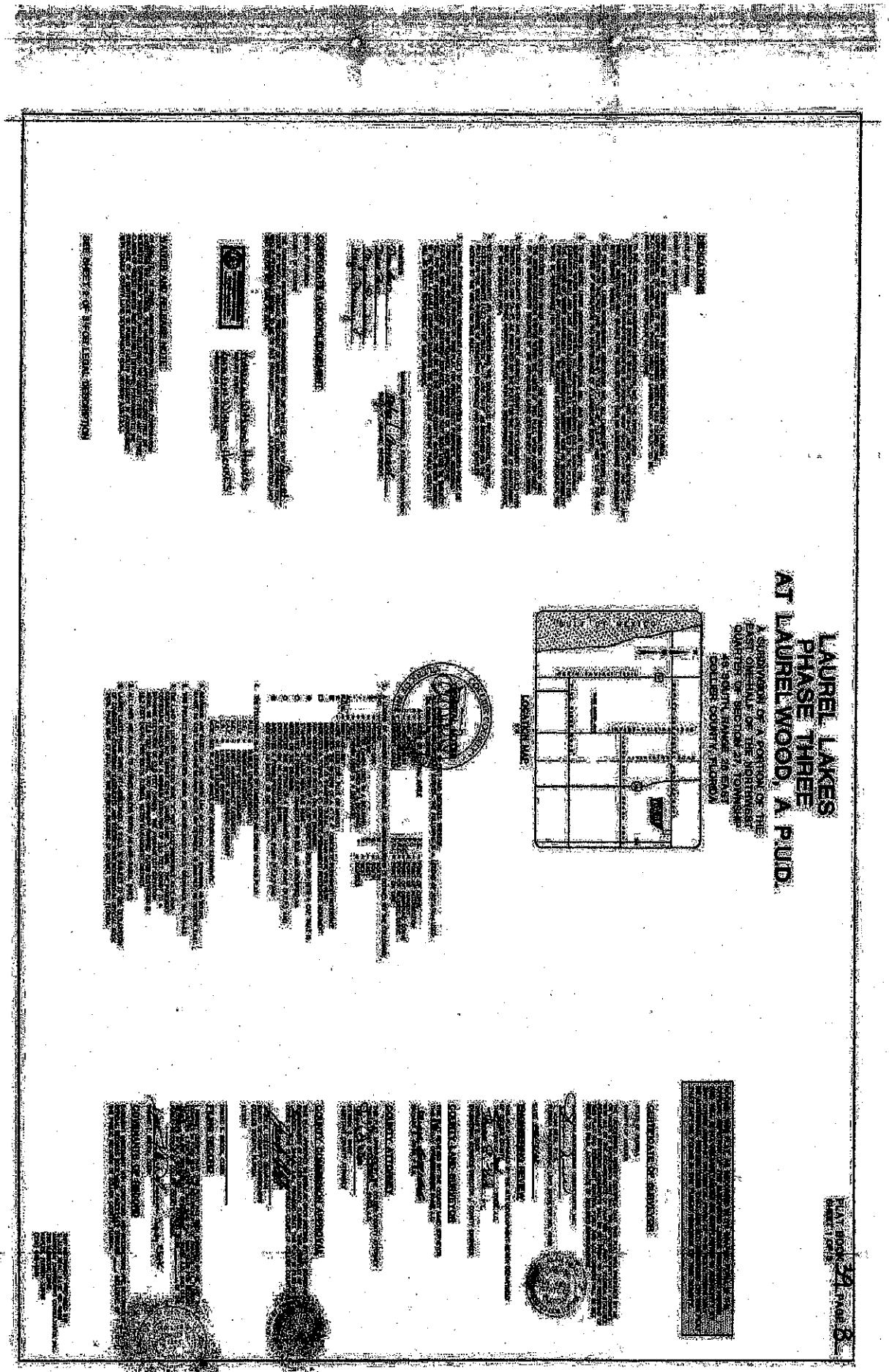

PG 33
PG 35
LAUREL LAKES
PHASE ONE
AT LAURELWOOD, A PUD


LAUREL LAKES
PHASE ONE
AT LAUREL WOOD, A PUD

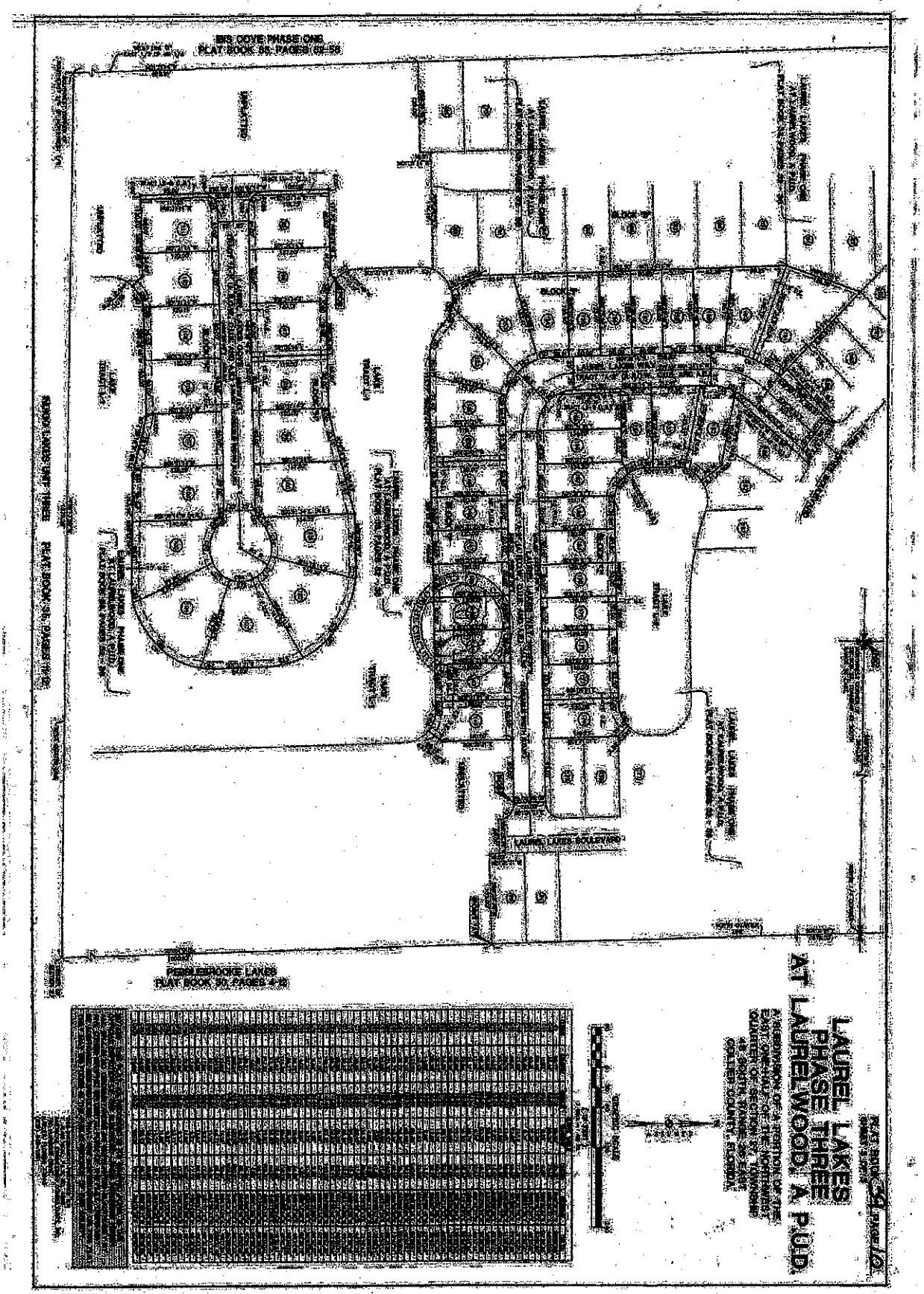

LAUREL LAKES
PHASE TWO
AT LAURELWOOD, A P.U.D.

LAUREL LAKES
PHASE TWO
AT LAURELWOOD, A P.U.D.
KEY MAP OF SHEETS
DENOTES SUBJECT PLAT
MAGNOLIA BEE ROAD


LAUREL LAKES
PHASE TWO
LAUREL WOOD, A P.U.D.


LAUREL LAKES
PHASE THREE
AT LAUREL WOOD, A P.U.D.

LAUREL LAKES
PHASE THREE
AT LAURELWOOD, A P.U.D.
DESCRIPTION OF PLATTED LAND
KEY MAP OF SHEETS
MARCO DEE ROAD


LAUREL LAKES
PHASE THREE
AT LAURELWOOD, A PUD

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LAUREL LAKES HOMEOWNERS ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION .
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT

These are the Amended and Restated Articles of Incorporation of Laurel Lakes Homeowners Association, Inc., originally filed with the Florida Department of State on the 19th day of May 1999, under Charter Number N99000003110. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2016)

For historical reference, the street address of the initial principal office was 790 Harbour Drive, Naples, Florida 34103, and the initial mailing address was 790 Harbour Drive, Naples, Florida 34103. The names of the original incorporator, and his addresses at the time of incorporation, was Wafaa F. Assaad. The street address of the initial registered office was790 Harbour Drive, Naples, Florida 34103 and the name of the initial registered agent was Michael J. Volpe. The name and address of the current registered office is Sandcastle Community Management, 9150 Galleria Court Suite 201, Naples, FL 34109. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. NAME. The name of the corporation is LAUREL LAKES HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Corporation," the Declaration of Covenants, Conditions, Restrictions and Easements as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Corporation as the "Bylaws."

2. PURPOSE. The purpose for which the Corporation is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including but not limited to the power to operate, administer, and manage the Common Areas in Laurel Lakes in accordance with the Declaration and other Governing Documents, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Parcels in Laurel Lakes.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Laurel Lakes, recorded in Official Records Book 2606, at Page 0591, *et seq.,* of the Public Records of Collier County, Florida, and as subsequently amended, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Corporation shall include the following:

4.1 General. The Corporation shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or of the Bylaws.

4.2 Enumeration. The Corporation shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration and as it may be amended from time to time, these Articles and as they may be amended from time to time, and the Bylaws and as they may be amended from time to time, including but not limited to the following:

4.2.1 To make and collect assessments and other charges against Members as Owners of Dwelling Units or Lots within Laurel Lakes, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Corporation.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Corporation property and other property acquired or leased by the Corporation for use by Owners.

4.2.4 To purchase insurance upon the Corporation's property and insurance for the protection of the Corporation, its officers, Directors, and Members.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Laurel Lakes Dwelling Units or Lots, Common Areas, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

4.2.7 To contract for the management of the Corporation and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Corporation except those which require specific approval of the Board of Directors or the membership of the Corporation.

4.2.8 To employ personnel to perform the services required for proper operation of the Corporation.

4.2.9 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, assessments, special assessments, income or rights.

4.2.10 To own, operate, maintain and repair the Water Management System.

4.3 Corporation property. All funds and the titles of all properties acquired by the Corporation and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Corporation shall make no distribution of income to

its Members, Directors or Officers.

4.5 Limitation. The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

5. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Corporation shall be comprised of the Owner Members. Membership shall be established as follows:

5.1.1 Owner Members. The Owner of every Lot shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Dwelling Unit or Lot. Each such Owner shall notify this Corporation of said recordation within thirty (30) days thereof and shall transmit to the Corporation true copies of such instrument.

5.1.2 No member may assign or transfer in any manner his membership in the Association except as an appurtenance to transfer of ownership and title to his Lot.

5.2 Voting Rights. The voting rights of the Members shall be as follows:

5.2.1 Number of Votes. Each Member shall possess one vote for any Lot owned by such Member.

5.3 Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Corporation shall have perpetual existence; however, if the Association is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation.

7. OFFICERS. The affairs of the Corporation shall be administered by the officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Corporation at its first meeting following the annual meeting of the Members of the Corporation and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Corporation shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Corporation existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when

such approval is specifically required.

8.3 Election; Removal. Directors of the Corporation shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this Corporation may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

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

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

10.3 Adoption. An amendment so proposed may be adopted by a vote of a majority of the Voting Interests of the Corporation present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Corporation, upon Board approval, without need for Corporation membership vote.

10.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Collier County, Florida.

ACTIVE: 10640090_1

AMENDED AND RESTATED BYLAWS
OF
LAUREL LAKES HOMEOWNERS ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BYLAWS - SEE CURRENT BYLAWS FOR PRESENT TEXT

1. IDENTITY. These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Laurel Lakes Homeowners Association, Inc., a not-for-profit corporation organized under the laws of Florida for the purpose of operating Laurel Lakes (the "Community") pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Florida Statute Chapter 720, as it same may be amended from time to time (the "Act"). The corporation may hereafter be referred to as the "Association."

1.1 Office. The office of the Association shall be at such location, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. The corporate seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required. 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.

1.4 Definitions. The definitions set forth in the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Laurel Lakes, as amended from time to time (the "Declaration") and the Act shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Members. The Members of the Association shall be the record owners of fee title to the Parcels. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Parcel for purposes of determining voting, Assessment and use rights.

2.2 Qualifications. The Members of the Association shall be the record Owners of legal title to the Lots in the Community. Membership shall become effective upon recording in the Public Records of Collier County, Florida, a deed or other instrument evidencing legal title to a Lot. A copy of the recorded deed must be supplied to the Association within ten (10) days of recordation of the deed.

2.3 Voting Interest. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of Voting Interests equals the total number of Lots subject to the Declaration (i.e., 195). Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Areas and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. If a Lot is owned by multiple individuals, any record Owner may vote on behalf of the Lot. If a Lot is owned by a corporation, any officer may vote on behalf of said corporation. If a Lot is owned by a partnership, any general partner may vote on behalf of the partnership. If a Lot is owned in trust, any trustee of a trust shall be entitled to vote. If a Lot 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 Lot owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Lot 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. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Neighborhood Documents and/or Florida Law. A voting interest or consent right allocated to a Lot of Members which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Governing Documents and/or Florida Law.

2.4 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Article 2.3 above, unless the approval of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.5 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Article 2.2 above. At that time the membership of the prior Owner shall be terminated automatically.

2.6 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligations incurred under or in any way connected with the Community during the period of his membership, nor does it impair any rights or remedies which the 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 related thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes (2016), as amended from time to time. The annual meeting shall be held on a day, time, and at a place designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of petition of the Members, holding at least thirty percent (30%) of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Lot and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Lot. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance. Notice to the Members of meetings of the Board, meetings of a committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes (2016), as amended from time to time. Notice by electronic transmission is effective when actually transmitted by facsimile telecommunication, if correctly directed to a facsimile number at which the Member has consented to receive notice; or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission must be in writing and shall be revocable by the Member by written notice to the Association. Any such consent shall

be deemed revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the Association is not liable for an erroneous disclosure of an electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, facsimile transmission of images, and text that is sent via electronic mail between computers, and attachments to such text which is readily capable of being viewed through customary home or office computing systems, including but not limited to "Word"®, PDF® or similar attachments. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 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 thirty percent (30%) of the votes of the entire Voting Interests. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. 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.

3.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida Law.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. 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. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

3.8.1 Call to order by the President;
3.8.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
3.8.3 Call of the roll or determination of quorum;
3.8.4 Proof of Notice;
3.8.5 Appointment by the President (or chairman of the meeting, if one is appointed) of inspectors of election;
3.8.6 Election of Directors;
3.8.7 Reading or disposal of minutes of the last Members' meeting;
3.8.8 Reports of Officers;
3.8.9 Reports of Committees;
3.8.10 Unfinished business;
3.8.11 New Business Designated on Agenda;
3.8.12 Adjournment.

The President shall preside over all membership meetings. In his absence, a Vice President shall preside, or in the absence of both, the membership shall select a Chairman (who need not be a Member or a Director); provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman.

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after

the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used 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 of Directors 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 Association.

3.11 Action Without a Meeting. To the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which 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.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required by the Governing Documents or law.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one or two (2) year terms, when necessary or appropriate. 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 that there is no election, such as in a case where there are fewer qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting. Directors shall be elected in accordance with the Act, these Bylaws and the election rules, if any, and process established and utilized by the Board of Directors. Not less than sixty (60) days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the Annual Meeting and may also submit a resume by such deadline on one side of an 8 and 1/2" x 11" sheet of paper. Nominations

from the floor shall not be accepted. Not less than fourteen (14) days prior to the Annual Meeting, the Association shall send a Second Notice of Annual Meeting to all Members, along with either an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast. The candidates who are elected shall take office upon the adjournment of the Annual Meeting. The use of secret balloting provided for in the Act shall be followed. The Board may require all ballots to be received by the Association at some point prior to the Annual Meeting so that the votes can be tallied prior to the Annual Meeting and the results announced at the Annual Meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

A Director's term ends at the adjournment of the second annual meeting following his election, unless he sooner resigns, is recalled, or becomes ineligible for Board membership due to no longer owning a Lot in the Community, or becomes ineligible under these Bylaws or the Act.

4.2 Qualifications. Directors must be a Member eligible to vote. When a Lot is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter, as described in Article 2.3 of these Bylaws, and the spouses of such persons, shall be eligible for Board service. When a Lot is held in trust, grantors, trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy and such person is not identified on the deed to the Lot as the grantor, trustee or beneficiary of the trust, a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the 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. No two individuals from the same Lot shall be eligible to serve on the Board at the same time, unless they own more than one Lot, in which case eligibility is limited to one Director per Lot. No two individuals from the same Unit shall be eligible to serve on the Board at the same time, unless they own more than one Unit, in which case eligibility is limited to one Director per Unit. Any person who is more than ninety (90) days delinquent in the payment of any amount due to the Association may not be a candidate. Any person who has been charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property may not be appointed or elected to a position as a Director or officer. Persons who have been 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 which would be considered a felony if committed in this state, are not eligible for board membership unless that person's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

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 Association (or spouse of a Member) or an eligible entity representative, a Director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, or a Director who is convicted of a felony in any 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. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other 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 be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

4.5 Organizational Meeting. The organizational meeting of newly-elected Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors. Notice of the organizational meeting shall be posted at the designated location on the Community property at least 48 continuous hours in advance of the meeting.

4.6 Regular Meetings. Except for meetings with the Association's attorney which are subject to the attorney-client privilege, or meetings held for the purpose of discussing personnel matters, as provided by law, meetings of the Board of Directors shall be open to all Unit Owners. Conspicuous notice of such meetings shall be posted at a designated location in the Community at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of the Act. Any Owner may video and/or audio record meetings of the Board and meetings of the members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of two (2) directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings. Parcel Owners may petition for an item of business to be discussed at a board meeting pursuant to Section 720.303(2)(d), Florida Statutes (2016), as amended from time to time. Each member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

4.8 Notice to Owners. Notices of all Board meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Conspicuous written notice of any meeting at which a Special Assessment, or at which rules regarding Parcel use, will be considered, shall be provided to the Unit Owners via one of the methods set forth in Section 3.3 of these Bylaws and posted at a designated location in the Community not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

4.9 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. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any Board meeting by a conference telephone call, video conference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. After a quorum has been established at a Board of Directors' meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the Directors present at the meeting before or after such persons leave.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time and place. No further notice needs to be given to Directors or Members.

4.13 The Presiding Officer. The President, or in his absence, a Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman.

4.14 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement. Assistant Officers may be compensated as approved by the Board of Directors.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. The Board of Directors in its sole and absolute discretion may remove members of any committee at any time, with or without cause. The committees shall act only as advisory to the Board of Directors, and the committees and the individual members thereof shall have no power or authority to act on behalf of the Board of the Association, unless the Board of Directors authorizes any such committee to have specific powers and duties assigned to it by a resolution or motion creating the committee. Where required by the Act, committee meetings shall be open to attendance by any Member, and notice of those committee meetings shall be posted in the same manner as required in Article 4.8 above. 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.

4.16 Emergency Powers. In the event of an "emergency" as defined in Article 4.16.7 below, the Board of Directors may exercise the following emergency powers, and any other emergency powers authorized by Section 617.0207, Florida Statutes, as may be amended from time to time:

4.16.1 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.

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

4.16.3 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.

4.16.4 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.

4.16.5 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.

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

4.16.7 For purposes of this Article 4.16, an "emergency" exists only while the Community, or the immediate geographic area in which the Community is located, is subjected to:

4.16.7.1 a state of emergency declared by law enforcement authorities;

4.16.7.2 a hurricane warning;

4.16.7.3 a partial or complete evacuation order;

4.16.7.4 designated by federal or state government as a "disaster area"; or

4.16.7.5 a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tropical storm, tornado, war civil unrest, or acts of terrorism.

5. ARCHITECTURAL REVIEW BOARD. The ARB provided for in Article 18 of the Declaration shall be selected, and conduct its affairs as provided in this Section.

5.1 Members; Qualification. The Architectural Review Board, hereinafter the "ARB," shall be composed of at least three (3) Members, who may also be Directors of the Association. No two individuals from the same Lot shall be eligible to serve on the ARB at the same time, unless they own more than one Lot, in which case eligibility is limited to one ARB Member per Lot.

5.2 Selection; Terms. The members of the ARB shall be appointed by the Board to serve terms of one year. If a mid-term vacancy occurs for any reason, the Board shall appoint a successor to fill the unexpired term. Members of the ARB may be removed by vote of a majority of the Directors present at any duly noticed meeting of the Board.

5.3 Meetings. The ARB shall, if necessary, meet at least once during each quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The

ARB shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Special meetings may be called as needed by the Chairman.

5.4 Procedures, Voting. A majority of the members of the ARB present in person (or by telephonic/video conference participation) at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire ARB or by a minimum of 2 votes. If a member of the ARB abstains from voting, for any reason, and the recusal results in less than a majority of the entire ARB, all questions must be decided by a minimum of 2 votes or a qualified Member may be appointed to the ARB by the Board on a temporary basis. Members of the ARB may not vote on questions involving the Member's own Lot. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARB shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least seven (7) years. Members are required to keep copies of the plans and specifications for all approved changes and construction, and shall be produced to the ARB upon request.

6. OFFICERS.

6.1 Officers and Elections. The executive officers of the Association shall be a President, one or more Vice-Presidents, a Treasurer and a Secretary, all of whom must be Directors. All officers shall be appointed annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other officers, including Assistant Officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant Officers need not be Directors or Members.

6.2 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees. He shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

6.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. Any of the foregoing duties may be performed

by an Assistant Secretary, if one has been designated, or the Association's attorney, manager, or management company.

6.5 Treasurer. The Treasurer shall be responsible for Association funds, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, and shall render to the Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's accountant, manager or management company.

6.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any other 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 be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

7. FISCAL MATTERS, The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

7.1 Depository. The depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance backed by the full faith and credit of the United States of America. Average monthly cash balance shall be limited to limits of FDIC or federal insurance at any institution. Principal of 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.

7.2 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the 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. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

7.3 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 are restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

7.4 Contingency Funds. In addition to the reserves provided in Article 7.3 above, or in place of them, the Board may establish one or more "contingency funds" for contingencies and operating expenses for the 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.

7.5 Assessments. Regular Annual Assessments based on the adopted budget shall be paid either monthly, quarterly or annually, as determined by the Board. Failure to send or receive notice of Assessments 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 Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each unit's next installment due.

7.6 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 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. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting, except in the case of an emergency.

7.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses 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 Association or its management agent at any one time. The 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 Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy. The Association may opt out of this requirement as provided in the Act.

7.8 Financial Reporting. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to prepare a financial report as prescribed in the Act, unless waived as provided by law. The 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.

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

8. RULES AND REGULATIONS: USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend Rules and Regulations governing the Community subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance, appearance of Lots may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Rules and Regulations that regulate the use of Lots must include a statement that changes to the Rules and Regulations regarding the use of Lots will be considered at the meeting. Any Rules and Regulations created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Owners, and, unless otherwise permitted by law, uniformly applied and enforced.

9. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

9.1 Obligations of Members; Remedies at Law or In Equity; Levy of Fines and Suspension of Use Rights.

9.1.1 Each Member and the Member's family members, tenants, guests and invitees, are governed by, and must comply with all laws, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the law or the Governing Documents may be brought by the Association or by any Members against:

9.1.1.1 The Association;
9.1.1.2 A Member;
9.1.1.3 Any Director or officer who willfully and knowingly fails to comply with the provisions of law or the Governing Documents; and
9.1.1.4 Any tenants, guests, or invitees occupying a Lot.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Article does not deprive any person of any other available right or remedy. Disputes subject to presuit mediation under the Act shall not include the collection of any assessment, fine, or other financial obligation, including attorney's fees and costs, claimed to be due or any action to enforce a prior mediation settlement agreement between the parties. In any dispute subject to presuit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with a court without first complying with the presuit mediation requirements of the Act. An aggrieved party shall serve on the responding party a written demand to participate in presuit mediation pursuant to the Act.

9.1.2 The Association may levy reasonable fines against or suspend the use right of an Owner, in those cases in which the Owner commits violations of law or the provisions

of the Governing Documents, or where such violations are committed by his family members, tenants, guests or invitees. The Association may also fine or suspend any Member's family members, tenant, guest, or invitee for their failure to comply with any provision of the Governing Documents or law. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed $5,000.00. Fines may be secured by a lien against a Lot as permitted by the Act, as amended from time to time. Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon tenants, guests, invitees, or other occupants of a Unit. A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors. The procedure for imposing such fines and/or suspension shall be as follows:

9.1.2.1 A fine and/or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and/or suspended and opportunity for hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, and the notice shall include:

9.1.2.1.1 A statement of the date, time and place of the hearing;

9.1.2.1.2 A statement of the provisions of law or the Governing Documents which have allegedly been violated; and

9.1.2.1.3 A short and plain statement of the matters asserted by the Association.

9.1.2.2 The party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The Member shall be the party ultimately jointly and severally responsible for payment of a fine, regardless of whether the fine relates to conduct by a family member, tenant, guest or invitee and/or is imposed on such parties.

9.1.2.3 If the Committee, by majority vote, does not approve the fine and/or suspension, it may not be imposed.

9.1.3 The Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days as provided in the Act. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is

present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act.

9.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from nuisances or unreasonable annoyance.

10. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

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

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ___ FOR PRESENT TEXT."

10.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of a majority of the Voting Interests of the 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 a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Collier County Public Records.

11. INDEMNIFICATION.

11.1 Indemnity. The 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 they are or were a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by them 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 they did not act in good faith or in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that they 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 did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interest of the 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 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.

11.2 To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1 above, or in defense of any claim, issue, or matter therein, they shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by them in connection therewith.

11.3 Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the 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 they are not entitled to be indemnified by the Association as authorized by this Article 11.

11.4 The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, 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.

12. The Association has 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 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 Association would have the power to indemnify them against such liability under the provisions of this Article

13. BOOKS AND RECORDS.

13.1 Inspection by Members. The Association's official records shall be made available for copying and inspection in accordance with the Act, as amended from time to time.

13.2 Rules for Inspection. The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, manner of inspections, and may impose fees to cover the costs of providing copies of the official records, as permitted by the Act, as amended from time to time.

14. MISCELLANEOUS.

14.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

14.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

14.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration, or the Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws, and the provisions of the Declaration shall prevail over the Articles.

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