Covenants, Conditions and Restrictions for Saturnia Lakes Plat Three

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DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
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Prepared by and return to:
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8950 Fontana Del Sol Way, Suite 100
Naples, Florida 34109

CERTIFICATE OF AMENDMENT

I HEREBY CERTIFY that the following Amended and Restated Declaration of Covenants, Restrictions and Easements for Saturnia Lakes, the Amended and Restated By-Laws for Saturnia Lakes Homeowners Association, Inc., and the Amended and Restated Articles of Incorporation for Saturnia Lakes Homeowners Association, Inc., were duly adopted by the Association membership at a duly noticed Members' Meeting of the Association on the 14th day of January, 2015. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Condominium, By-Laws, and Articles of Incorporation for Saturnia Lakes Homeowners Association, Inc. are recorded in Official Record Book 2826, at Page 0617, et. seq., of the Public Records of Collier County, Florida.

The legal description of the Collier County, Florida real property subject to the amended covenants is further described in Exhibit "A" of the original Declaration of Covenants, Restrictions and Easements recorded in Official Record Book 2826, at Page 0617, et. seq., of the Public Records of Collier County, Florida.

SATURNIA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Nan Hoepfl, its President

_____
Witness

S. Kyla Thomson
Printed Name of Witness

_____
Witness

Laura E. Cari
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, Nan Hoepfl, as President of SATURNIA LAKES HOMEOWNERS ASSOCIATION, INC., to me personally known or identified by a drivers' license and who did take an oath, on this 19th day of January, 2015.

LAURA ELIZABETH CARI
MY COMMISSION # EE 129627
EXPIRES: September 19, 2015
Bonded Thru Budget Notary Services

_____
Notary Public
Laura E. Cari
Printed name of Notary
My Commission Expires: Sept. 19, 2015.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION TO THE MASTER DECLARATION FOR SATURNIA LAKES

AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SATURNIA LAKES

KNOW ALL MEN BY THESE PRESENTS that on May 16, 2001, the original Declaration was recorded in Official Record Book 2826, at Page 0617 *et seq.*, of the Public Records of Collier County, Florida. On October 15, 2001, an amendment to the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes was recorded at O.R. Book 2908, Page 1034 et seq., Public Records of Collier County, Florida; on November 16, 2001, an amendment to the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes was recorded at O.R. Book 2925, Page 2312 et seq., Public Records of Collier County, Florida; on February 19, 2004, an amendment to the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes was recorded at O.R. Book 3503, Page 2460 et seq., Public Records of Collier County, Florida; on December 14, 2005, an amendment to the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes was recorded at O.R. Book 3947 Page 4121 et seq., Public Records of Collier County, Florida; on December 14, 2005, an amendment to the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes was recorded at O.R. Book 3947 Page 4136 et seq., Public Records of Collier County, Florida. That Declaration is hereby further amended and is restated in its entirety. The land subject to this Declaration is legally described on Exhibit "A" attached hereto.

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the Lease, occupancy or use of any portion of a Lot or the Property constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

1. DEFINITIONS. The following words and terms used in this Declaration or any of the Governing Documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Amendment(s)" shall mean any and all amendments to this Declaration, each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County.

1.2 "Architectural Control Committee" or the "ACC" means the committee established Pursuant to Article 6 of this Declaration to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article 6.

1.3 "Architectural Planning Criteria" means the published guidelines and standards authorized by this Declaration and the Board of Directors from time to time concerning the location, size, type or appearance of any Structure or improvement located on a Lot as defined herein.

1.4 "Articles" as used herein, means the Articles of the Association, as amended from time to time. A copy of the Amended and Restated Articles of Incorporation is attached hereto as Exhibit "B," and incorporated herein by this reference.

1.5 "Assessments" means a share of the funds required for the payment of Common Expenses and individual expenses which from time to time are assessed by the Association against an Owner as Regular, Special and Individual Assessments, as further defined in Section 3.1 of this Declaration.

1.6 "Association" means Saturnia Lakes Homeowners Association, Inc., a Florida corporation not for profit.

1.7 "Board" or "Board of Directors" means the Directors responsible for the administration of the Association as further set forth in the Articles and Bylaws.

1.8 "Buffers" means those portions of the Property which run along the outer perimeter of the Property or adjacent to certain Roadways, and are designed on the Plat as "LBE" tracts or as landscape buffer easements.

1.9 "Bylaws" as used herein, means the Bylaws of Saturnia Lakes Homeowners Association, Inc., as amended from time to time. A copy of the Amended and Restated Bylaws is attached hereto as Exhibit "C" and incorporated herein by this reference.

1.10 "Common Areas" means all real property including any improvements and fixtures thereon, owned, Leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lots. The Common Areas include but are not limited to the storm water management and drainage features, roads, gatehouse areas, recreational and other facilities owned by the Association upon the real property described on Exhibit "A."

1.11 "Common Expenses" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Governing Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, Maintaining, financing, or Repairing, but not reconstructing, Replacing or improving, the Association Property or any portion thereof and Improvements thereon, all other property owned by the Association (including, without limitation, the Drainage System) and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents.

1.12 **"Common Surplus"** means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues over the common expenses.

1.13 "**Community Systems**" shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm/monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known), and serving the Association Property and/or more than one Lot.

1.14 **"County"** shall mean Collier County, Florida.

1.15 **"Declaration"** means the Declaration of the Covenants, Restrictions and Easements for Saturnia Lakes, as amended from time to time.

1.16 **"Director"** means a member of the Board of Directors elected pursuant to the Bylaws.

1.17 "**Drainage System**" shall mean all structures, including culverts and swales, required to collect and convey rainfall runoff from Saturnia Lakes to the water management tracts (i.e. "Lakes," as hereinafter defined) within the Property. The Drainage System is located upon and designed to serve the Property. The Drainage System is a private drainage system.

1.18 **"Family" or "Single Family"** shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping Home, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

1.19 **"Governing Documents"** means and includes this Declaration, the Articles and Bylaws, Rules and Regulations, and all recorded exhibits thereto, as amended from time to time.

1.20 **"Guest"** means any person who is not the Owner or a Tenant of a Home or a member of the Owner's Family, who is physically present in, or occupies a Home on a temporary basis at the invitation of the Owner or other legally permitted Occupant, without the payment of consideration, subject to the provisions of Article 10 herein. Temporary means not more than fourteen (14) days at one time. Any Guest who is physically present in, or occupies a Home, longer than on a temporary basis shall be deemed a Tenant for all relevant purposes.

1.21 **"Home"** means a residential dwelling intended for residential use which is constructed on a Lot.

1.22 **"Irrigation System"** shall mean the central irrigation system installed by the developer and/or the Association using water from the Lakes and/or provided by the County for any or all of the Lots within the Association.

1.23 **"Lakes"** shall mean those portions of the Property designated on the Plat as Tracts "L1", "L2", "L3", "L4", "L5", "L6", "L7", and "L8", etc., or designated on the Plat.

1.24 **"Lake Lot"** shall mean a Lot within Saturnia Lakes abutting one of the Lakes.

1.25 **"Lease"** means the grant by a residential Owner of a temporary right of use of the Owner's Home with valuable consideration, subject to the provisions of Article 11 herein.

1.26 **"Lot"** means the individual parcels of real property located within the Property with land described on Exhibit "A." That description is hereby incorporated by reference. All of said land has been subdivided for residential use with fee simple title to each Lot having been conveyed to an Owner for use as a Home. No Lot shall include the Common Areas. No Lot may be subdivided or joined together without the consent of the Association. The Lots may be depicted and numbered on sketches or surveys as recorded in the Public Records of the County.

1.27 **"Maintenance"** means the upkeep or preservation of the condition of the Property.

1.28 **"Members"** means and refers to those persons who are entitled to membership in the Association as provided in its Articles and Bylaws.

1.29 **"Occupy" or "Occupant"** when used in connection with a Home, means the act of staying overnight in a Home. Occupant is a person who occupies a Home.

1.30 **"Officer"** means the President, Vice President, Secretary, Treasurer, or other office filled by the Board of Directors in accordance with the Bylaws.

1.31 **"Owner"** means the record Owner of legal title to a Lot.

1.32 "**Plat**" shall mean the plat of Saturnia Lakes Plat One recorded at Plat Book 36, Page 56 in the Public Records of the County, the plat of Saturnia Lakes Plat Two recorded at Plat Book 38, Page 45 in the Public Records of the County, and the plat of Saturnia Lakes Plat Three recorded at Plat Book 39, Page 67 in the Public Records of the County

1.33 **"Primary Occupant"** means the natural person approved for occupancy of a Home when title to the Lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a Home owned in one of the forms listed above, the term "Primary Occupant" shall be synonymous with the term "Owner."

1.34 **"Prohibited Vehicle"** means any vehicle which is inoperable, unregistered, commercial vehicles, any swamp buggy, stock car, or any other vehicle not normally used for highway travel, vehicles with body parts such as the hood, door, quarter panel, bumper or be removed, or motorcycles. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary.

1.35 **"Property"** means all the real property which is subject to this Declaration.

1.36 **"Recreation Tracts"** means the two (2) recreation areas designated as R1 and R2 on the Plat and includes the clubhouse building, swimming pool, shade pavilion, parking, tennis courts and other recreational property.

1.37 **"Recreational Facilities"** means those facilities or improvements constructed or placed on a Lot, including without limitation by specification, any play or recreation Structures, such as swing sets, play houses, plastic play sets or any other kind of Structures of a similar kind or nature referenced in this Declaration.

1.38 **"Recreational Vehicle"** means any boat, trailer, motor home, travel trailer, and camper or any similar vehicle or item as determined by the Board from time to time.

1.39 **"Repair"** means to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation or partial destruction.

1.40 **"Replacement"** or **"Replace"** means to place again; restore to a former condition after destruction.

1.41 **"Roadway"** means those portions of the Property designed on the Plat as a street, drive, road, or roadway and which are reserved for or dedicated to the Association, but specifically excluding any street or roadway dedicated to the public on the Plat.

1.42 **"Rules and Regulations"** means the administrative rules and regulations governing the use, Maintenance, management and control of the Common Elements, the Lots and the operation of the Association as adopted by the Board of Directors pursuant to the Bylaws.

1.43 **"Saturnia Lakes"** shall mean that planned residential development located in Collier County, Florida, which encompasses the Property, but subject to change in accordance with this Declaration. Saturnia Lakes will consist of the land set forth in Exhibit "A" attached hereto and made a part hereof.

1.44 "Structure" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation swimming pools, fences, flagpoles, antennas and playground equipment.

1.45 "Tenant" means any non-Guest who is physically present or occupying a Home for at least fourteen (14) days in any calendar month with or without consideration and subject to the approval requirements of Article 11 of this Declaration.

1.46 "Voting Interests" means the voting rights distributed to the Association members pursuant to the Bylaws.

2. ASSOCIATION.

2.1 Membership. Every Owner of a Lot shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the Rules and Regulations of the Association, as amended from time to time.

2.2 Voting Rights. Voting rights are set forth in the Bylaws of the Association.

2.3 Delegation of Management. The Association may contract for the management and Maintenance of those portions of the Property it is required to Maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of Assessments, keeping of records, issuing estoppels and mortgagee questionnaires, enforcement of rules and Maintenance, Repair and Replacement of the Common Areas with funds made available by the Association for such purposes.

2.4 Acts of the Association. Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for or bind the Association by reason of being an Owner.

2.5 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the Governing Documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the Maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners.

2.6 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives' at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies. The Board shall have the right to adopt reasonable Rules and Regulations concerning the frequency, number and length of requests to inspect the official records as provided by Florida law.

2.7 Purchase of Lots. The Association has the power, but not the obligation, to purchase Lots in the community in connection with the foreclosure of an Association lien for Assessments, charges or fines or any other foreclosure of an interest that affects the Association's lien and to hold, Lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the members.

2.8 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.7 above and Section 2.11 below, the power to acquire, encumber or convey ownership interests in real property, including Recreational Facilities, whether or not contiguous with the Property, shall be exercised by the Board of Directors only after approval by at least a majority of the Voting Interests.

2.9 Disposition of Personal Property. Any personal property owned by the Association may be sold or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Owners.

2.10 Roster. The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Owners. Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request, except any confidential information and exempt information as defined by Florida law shall not be provided to a member.

2.11 Alterations, Improvements, Additions. The Association shall make no material alterations of, nor substantial additions to, the Common Areas, in the aggregate, costing more than thirty thousand dollars ($30,000.00) in any calendar year without prior approval of at least a majority of the voting interests who are present and voting in person or by proxy, at an annual or special meeting called for the purpose. In the event the Association makes less than $30,000 of material alterations or improvements in a calendar year, any unused amounts shall not carry over into the next calendar year. Alterations or additions costing less than this amount in the aggregate in any calendar year may be made with Board approval. The above membership approval is not required where the Board seeks to use reserve funds for regularly scheduled reserve expenditures as determined by the budget adopted by the Board from time to time. If the work is reasonably necessary to protect, maintain, repair, replace or insure the Common Areas and constitutes a material alteration or substantial addition to the Common Areas, no prior Owner approval is required.

2.12 Gate; Gatehouses; Entranceways. Saturnia Lakes includes a gatehouse, gate, entranceway, and entry gates, which may be manned by a security officer or attendant unless

otherwise determined by the Board of Directors and required by the Governing Documents. The Association's responsibility for the cost to Maintain and operate the entry gate and guardhouse shall be a Common Expense. The Association makes no representations whatsoever as to the security of the premises or the effectiveness of any entry gates. All Owners agree to hold the Association harmless from any loss or claim arising within Saturnia Lakes from the occurrence of a crime or other act. The Owners acknowledge that the entry gates are designed to deter crime, not prevent it.

2.13 Bulk Agreements. The Board of Directors of the Association, by a majority vote pursuant to the applicable provisions of the Bylaws, shall have the power to enter into an agreement with an entity providing bulk services, including but not limited to, cable television service to obtain cable television service on a "bulk rate" basis. Pursuant to such "bulk rate" agreement, every residential Lot within the property subject to this Declaration shall receive the bulk service specified in such agreement and any "bulk rate" fee or payment provided for in any such agreement which is to be paid by the Association to the provider shall be a Common Expense of the Association.

2.14 Neighboring Golf Course. There is a golf course located next to Saturnia Lakes which is not part of Saturnia Lakes. Ownership of a Lot and/or Home in Saturnia Lakes does not grant any use or access rights to the golf course which may (if permitted by the owner of the golf course) require the purchase of separate memberships pursuant to the golf course rules established from time to time by the owner thereof. The golf course is private property owned and operated by its owner or its assigns and administered according to membership policies, use rights, rules and regulations adopted by the owner thereof from time to time.

(A) Errant Golf Balls. Golf balls hit from the golf course may unintentionally come upon the Property. Although not permitted, golfers utilizing the golf course may enter upon the Property to retrieve errant golf balls. All Owners, by acceptance and delivery of a deed to a Lot and/or Home, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Association resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or for damage caused by golfers coming on to the Property to retrieve errant golf balls. The Association is not responsible for installing screening devices or trees to limit or prevent errant golf halls from causing injury or damage.

(B) Assumption of Risk and Indemnification. Each Owner by its purchase of a Lot and/or Home in the vicinity of the golf course hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the golf course, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance may typically take place around sunrise or sunset), (b) noise caused by golfers, (c) use of pesticides, herbicides, and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery or redesign of the golf course, (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the golf course, and (f) the design of the golf course; and each Owner agrees that neither the Association nor any of their respective affiliates or agents shall be liable to Owner or any other person claiming any loss of damage (including, without limitation, indirect, special or consequential loss or damage)

arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot and/or Home to the golf course and whether or not resulting in whole or in part from the negligence of the Association.

3. ASSESSMENTS. The provision of this section shall govern Assessments payable by all Owners of Lots, for the Common Expenses of the Association not directly attributable to one of the Lots.

3.1 Covenant to Pay Assessments. Each Owner of a Lot by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(A) The Owner's proportionate share of Assessments based on the annual budget adopted by the Board of Directors of the Association;

(B) The Owner's proportionate pro rata share of Special Assessments for capital improvements or other Association expenditures not provided for by annual Assessments;

(C) Any Individual Assessment charges properly levied against individual Owner(s) without participation from other Owners.

3.2 Liability of Payment. Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot, regardless of how title was acquired, is liable for all Assessments and charges, together with interest, costs and reasonable attorney's fees, installments and any monetary obligation thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable for all monetary obligations. Except as provided in Section 3.13 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments and all charges, including but not limited to, administrative and attorney's fees, against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the Assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the Governing Documents, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law. The Board of Directors shall have discretion to compromise, as each situation may require, regarding late charges, interest, attorney fees, and other collection costs, but not as to Assessments. A compromise in one situation will not in any way require a compromise in any other situation.

3.3 Payment Due Date. Assessment shall be payable at such time as the Board of Directors determines. Receipt of any reminder or invoice is not a prerequisite or requirement for payment. The responsibility to timely pay any Individual Assessment or Special Assessment levied by the Association is independent of such receipt.

3.4 Purposes of Assessments. The Assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Owners and residents of the Association, to operate, Maintain, Repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned by the Association for the benefit of its members, their Guests, Tenants and invitees; and to perform all other duties and responsibilities by the Association as provided in the Governing Documents. Common Expenses also include the funds necessary to provide reserve accounts for:

(A) Renovation or major Repairs to the Common Areas and/or the installation of entranceway(s) as described herein; and

(B) For emergency and other Repairs required as a result of storm, fire, natural disaster or other casualty loss.

3.5 Share of Assessments, Regular, Special and Individual. Each Lot Owner shall be liable for a one-five hundred and eightieth ($1/580^{th}$) share of the Regular and Special Assessments levied by the Association for Common Expenses of the Association. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the Governing Documents, shall be an individual Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein.

3.6 Lien. The Association has a lien on each Lot for unpaid past due Association Assessments, and charges, together with interest, late payment penalties, costs and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a claim of lien in the public records of Collier County and shall relate back to the recording date of the original Declaration of the Association, which claim of lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The claim of lien must be signed and acknowledged by an Officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The claim of lien shall secure all unpaid Assessments, fines and charges, interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the claim of lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.7 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid Assessments or charges upon a Lot by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended from time to time. All unpaid Assessments and charges also constitute a personal obligation of the Owners and the Association may, in addition to any other remedy herein provided, bring an action at law against any

Owner liable for unpaid monetary obligations, charges or Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover any attorney fees in connection with any appeal of such action.

3.8 Priority of Liens. The Association's lien for unpaid charges, Assessments and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's claim of lien was recorded before the mortgage was recorded, but shall relate back to the date the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. The above subordination shall in no way extinguish the liability of an institutional first mortgagee for any monetary obligations owed to the Association. Any Lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the Lease was executed.

3.9 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid.

In addition to interest the Association may also charge an administrative cost and a late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid Regular, Special or Individual Assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any Tenant occupying the Lot during any period in which Assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association as provided below

3.10 Acceleration. If any Special Assessment or installment of a regular Assessment as to a Lot becomes more than thirty (30) days past due, and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the claim of lien was recorded in the public records. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice.

3.11 Removal of Property. After the Association successfully performs a foreclosure on the property, if the Owner does not remove personal property from the foreclosed premise, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell or donate such forfeited property after ten (10) days written notice by certified mail addressed to the Owner at the last known address or at such address on record as provided to the Association by the Owner. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, Rules and Regulations including the right to compel removal of the property and right to impose any and all fines.

3.12 Certificate as to Assessment, Mortgagee Questionnaires. Within fifteen (15) days after request by an Owner or mortgagee, the Association shall provide a certificate or letter stating whether all Assessments and other monies owed to the Association by the Owner with respect to the Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge up to the maximum rate allowed by law to issue an estoppel letter, the amount to be determined by the Board in its sole and absolute discretion. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to the maximum rate allowed by law (in addition to any charge for an estoppel letter) plus attorney's fees for doing so.

3.13 Resale Capital Assessment. The Association shall levy a resale capital Assessment upon the transferee of a conveyance of any Lot owned by a Member to be used by the Association for any lawful purpose. The amount of the resale capital Assessment shall be One Thousand Dollars ($1,000.00). The due date shall be the date of the closing of the conveyance. The resale capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. For the purposes of this section, the term "conveyance" shall mean the nonexempt transfer of record legal title to a Lot by deed or other authorized means of conveyance for or without valuable consideration, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the resale capital Assessment:

(A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Lot being conveyed in the Association immediately prior to such conveyance;

(B) a conveyance to the Member's estate, surviving spouse, or other heirs resulting from the death of a Member;

(C) a conveyance by a Member to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Member or by such Member and the Member's spouse and/or children for estate planning or tax purposes;

(D) a conveyance to the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

3.14 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be jointly and severally liable for all past due monetary obligations attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title or as required by Section 720.3085, Florida Statutes, including, but not limited to, Assessments, charges, interest, late fees, costs (including any administrative or collection costs) and attorneys' fees. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other court ordered sale shall be obligated to pay all past due Assessments and monetary obligations due and owing at the time of sale regardless of whether or not the Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his ownership.

4. EASEMENTS.

4.1 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 4, the Owner of each Lot, their Guests, Tenants and invitees, shall have as an appurtenance to their Lot a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all Recreational Facilities, such use and enjoyment to be shared in common with the other Owners, their Guests, Tenants and invitees, subject to the provisions of this Declaration.

4.2 Utility Easements. The Association shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, central service or other easements, and to relocate any existing easement in any portion of the Property as the Association shall deem necessary or desirable, for the proper operation and Maintenance of the Property, or any portion thereof, or for the general health or welfare of the owners for the purpose of carrying out any provisions of this Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Lots. Each Lot, shall be subject to an easement in favor of all other portions of the Property to locate utilities and provide drainage and support and to use, maintain, Repair, alter and replace structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Property. Each lot, shall be subject to all easements recorded in the Official Records of Collier County, whether by recorded instrument, plat dedication or otherwise.

4.3 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and Maintenance of service lines in the Common Areas.

4.4 Extent of Easements. Every Owner and family member, guest, lessee, agent or invitee of an Owner shall have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property within the Property, in common with all

other Owners, their family members, guests, lessees, agents and invitees, which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

(A) The right and duty of the Association to reasonably limit the number of Guests, invitees or Tenants of an Owner using the Association property.

(B) The right and duty of the Association to levy Assessments against each Lot for the purpose of Maintaining, Repairing and Replacing the Property and facilities thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property.

(C) The right of the Association to establish uniform Rules and Regulations pertaining to the use of the Association Property and enhancing the aesthetic uniformity of the Property.

(D) The right of the Association in accordance with its Articles, Bylaws and this Declaration, with the vote or written assent of two-thirds (2/3) of the Voting Interests voting, in person or by proxy, at a duly noticed meeting of the membership, to borrow money for the purpose of improving the Property and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

(E) The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation, or transfer.

(F) The right of the Association to grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable television, and other services over the Property without vote of the Owners.

(G) The right of the Association, by action of the Board, to reconstruct, replace, or refinish any improvement or Structure or portion thereof upon the Property, in accordance with the original design, finish, or standard of construction of such improvement.

(H) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Property.

(K) The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

(L) The easements provided elsewhere in this Declaration, designated on the Plat, or on the Additional Plat, if any, including, but not limited to, those set forth in this Article 4.

(M) The right of the Association to provide for the maintenance, preservation and architectural control of Lots and other properties as set forth in this Declaration.

4.5 Zero Lot Line and Z-Lot Line Maintenance Easements.

(A) Preamble: A portion of the Homes in Saturnia Lakes may be designed and site planned as "zero lot line" and/or "Z-Lot" homes, such that each Home is constructed so that all or portions of one side, or in the case of "Z-Lots", both sides, of such Home (and such fences or masonry walls extending from such side or sides) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot ("Dominant Lot") containing such a Home may have access to the "zero lot line" sides of the Home or the zero lot line side(s) of a "Z-Lot" Home (and other portions of his Lot and Home) in order to maintain portions of the Lot, the side of the Home, the roof and other applicable portions of the Home and Lot, and so that rain water may run off the roof of a particular Home onto the easement area described below. Because such access must be, of necessity, over those portions of the neighboring Lot or Lots ("Servient Lot[s]") adjacent to the "zero lot line" side of such a Home, or zero lot line side(s) of such "Z-Lot" Home, as applicable. A "Maintenance Easement" is declared and regulated pursuant to this Section 4.5 (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat).

(B) Creation and Extent of Maintenance Easement: A permanent and perpetual non-exclusive maintenance easement exists in favor of each Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of the "zero lot line" Home or the zero lot line side(s) of a "Z-Lot" Home, as applicable, located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots ("Maintenance Easement"). Said Maintenance Easement shall be appurtenant to and pass with the title of the Dominant Lot and the Servient Lot(s). The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in the Preamble above, subparagraph (3) below and for rainwater run-off, but in no event less than the greater of seven (7) feet in width or as may otherwise be shown as an access or similar easement on the Plat.

(C) Use and Conditions of Maintenance Easement: The Owner of a Dominant Lot, his guests, invitees, contractors, subcontractors, suppliers, laborers and other service personnel, shall be entitled to enter onto the appurtenant Maintenance Easement for purposes of maintaining, repairing and replacing portions of his Lot and Home including, without limitation, the Home's walls, roof, fence, landscaping and other installations which cannot be conveniently or properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses and such Owner shall not do anything within the Servient Lot(s) which shall cause damage to the Servient Lot(s) or any Improvement or landscaping thereon which is not promptly and fully remedied by said Owner to return such damaged Improvement or landscaping to the condition immediately preceding said damage, shall create an undue hazard to persons or pets located on or coming into the Servient Lot(s) or is in furtherance of any activity as to the Dominant Lot or the Home thereon which is, or would result in, a violation of the restrictions set forth in the Saturnia Lakes Documents. The Owner of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to

indemnify the Owner of a Servient Lot for any and all losses, costs, expenses or damage to indemnify the Owner of a Servient Lot for any and all losses, costs, expenses or damage to any person or property incurred by reason of the former's violations of the restrictions contained herein.

(D) Servient Lot Owner Duties: Owners of Servient Lots shall not make any improvement to the Servient Lot, including, without limitation, the placement of fences or landscaping, which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining Dominant Lot reserved hereby or with the flowage easement described in this Section 6. Notwithstanding the foregoing, the Owner of a Servient Lot may install a fence or landscaping thereon provided such installation is approved by the Committee pursuant to Article VIII hereof.

(E) Reciprocity: Each Owner, by acceptance of a deed for a Lot containing a "zero lot line" or "Z-Lot" Home, hereby acknowledges and agrees that such Owner's Lot may not only be a Dominant Lot having rights across adjacent Servient Lots as hereinbefore described but also a Servient Lot encumbered by the easement rights hereinbefore described in favor of the Dominant Lots adjacent to such Lot.

4.6 Maintenance of Easement Area. In the event the Association has landscape Maintenance obligations for any areas subject to any easement referenced in Section 4.4 herein, the Association shall only be obligated to Repair and Replace any landscaping over an easement area with sod cover. No Owner may install or construct any additional landscaping or improvements on any Lot burdened by said easement without prior written approval of the ACC as provided for in Article 6 of this Declaration.

4.7 Lateral and Subjacent Support. Each Lot shall be burdened with an easement in favor of all adjoining Lots and Common Areas for lateral and subjacent support.

4.8 Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, Maintenance and/or Repair in accordance with the Governing Documents, including, by way of example, the making of such Repairs, Maintenance or reconstruction as are necessary for the Property and to maintain any Lot in the event the Owner thereof fails to do so.

4.9 Encroachments. If a building, window, eaves, projection, gutter, roof or any other Structure on a Lot encroaches upon any adjoining Lot, by reason of original construction, reconstruction, Repair, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the Owner, then an easement for the encroachment, appurtenant to the encroaching Lot, to the extent of such encroachment, shall exist so long as such encroachment exists. Any Lot which contains a Structure which encroaches upon another Lot or, the Common Areas shall have a valid easement for the encroachment and Maintenance of same, as long as it stands and exists. Notwithstanding anything to the contrary contained herein, the Association has the power, without the consent of any Owner, to grant, modify or relocate easements in any portion of the Common Area or Association property, as the Board shall deem necessary or desirable for the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the

use of the Lots. In the event an encroachment exists against property owned by the Association which is not permitted by this section, the Association shall have all rights and remedies available at law to remove the encroachment, including entering a Lot to correct said encroachment.

4.10 Assignments. The easements reserved hereunder may be assigned by the Association in whole or in part to any city, county or state government agency thereof, or any duly licensed or franchised public utility. The Owners hereby authorize the Association to execute, on their behalf and without further authorization, such grants of easements or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

5. MAINTENANCE.

5.1 Association Maintenance. The Association shall, in addition to other Maintenance obligations contained elsewhere herein, have the Maintenance, Repair and Replacement responsibility for all Common Area property located within the Association and as follows:

(A) The Association shall operate, Maintain, Repair and Replace the Irrigation System constructed over, through and upon the Property and/or the Lots (or any portions thereof) as it shall deem appropriate.

(B) The Association shall own, operate, Maintain and Repair the Drainage System constructed over, through and upon the Property.

(C) Except as provided below in Section 5.2, the Association shall be responsible for the Maintenance, Repair and Replacement of all Roadways located upon the Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Property and Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide Maintenance of all city, County, district or municipal properties which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right of way.

(D) The Association shall be responsible for the Maintenance and care of the lawn encompassed within the Lot, except as otherwise provided in Article X, Section 17 hereof. "maintenance and care" within the meaning of this subsection shall include, mowing, edging, fertilizing and spraying of lawns. Notwithstanding the obligation of the Association to maintain the landscaping within the Lots, any replacement of trees, shrubs and other plant materials, including sod, within the Lots, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required and must be approved by the ACC prior to installation. Notwithstanding the above, the Association shall be responsible to trim trees which do not exceed a specific height determined by the Board in its discretion and the Owner shall be responsible for the cost of trimming of trees in excess of the height determined by the Board.

(E) The Association shall be responsible for the Maintenance, Repair and Replacement of the Recreational Tracts and all of the Recreational Tracts shall always be kept and

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CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $27.00

Prepared by and return to:
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Naples, Florida 34109
(239) 331-5100

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF SATURNIA LAKES HOMEOWNERS ASSOCIATION, INC.

(the "Bylaws")

I HEREBY CERTIFY that the following amendments to the Amended and Restated Bylaws of Saturnia Lakes Homeowners Association, Inc. were duly adopted by the Association's membership at a duly noticed Annual Meeting of the Members held on March 19, 2019. Said amendments were approved by a proper percentage of voting interests of the membership.

The original Bylaws, as well as the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes Homeowners Association, Inc., are recorded at Official Book 2826, Page 0617, *et. seq.*, of the Public Records of Collier County, Florida.

The Amended and Restated Bylaws, as well as the Amended and Restated Declaration of Covenants, Restrictions and Easements for Saturnia Lakes Homeowners Association, Inc., including the legal description of the Collier County, Florida real property subject to this amendment, are recorded at Official Book 5113, Page 1829, *et. seq.*, of the Public Records of Collier County, Florida.

Additions are underlined.
Deletions are ~~stricken through~~.

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1. Section 4.4 of the Amended and Restated Bylaws is amended as follows:

4.4 Resignations; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason other than removal ("recall") by the members pursuant to Section 720.303(10), Florida Statutes, as amended from time to time, the members shall elect a successor pursuant to the election procedure in Section 4.3 above. ~~a successor shall be appointed by the remaining Directors at a special meeting of the Board of Directors of the Association.~~ The successor so ~~appointed~~ elected shall fill the remaining unexpired term of the Director being replaced ~~until the expiration of the term of the office being filled~~. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting 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 Florida law.

If the members remove a majority or more of the Board, the members shall elect successors in the manner set forth in Section 720.303(10), Florida Statutes, as amended from time to time, in which the case the successors shall serve for the remaining unexpired terms of the Directors who were removed.

If the members remove less than a majority of the Board, then pursuant to Rule 61B-81.003, Florida Administrative Code, the Board may appoint successor(s) to serve until the next annual meeting, at which time the members will elect replacement Director(s). However, if the Board determines not to fill vacancies or if it is unable to fill vacancies (for example, if there is a tie vote on the Board, a quorum of the Board cannot be obtained, or otherwise), the Board may hold the vacant seat(s) open for election by the members, in which case the successor(s) shall be elected for the remaining unexpired terms of the seat(s) being filled.

2. A new Section 4.17 of the Amended and Restated Bylaws is created to read as follows:

4.17 Terms of Contracts. The Board shall not cause the Association to enter into a contract with an initial or renewal term in excess of 3 years without obtaining approval from a majority of the voting interests. This limitation shall not apply to any existing contract with the Association, but shall apply to any renewal of an existing contract.

WITNESSES:

Signature of First Witness

Lisa Dobyanski
Print Name of First Witness

Signature of Second Witness

Diane Martinez
Print Name of Second Witness

SATURNIA LAKES HOMEOWNERS ASSOCIATION, INC.
A Florida not for profit corporation

By: **James Lepp, its President**
Title: **President**

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgements, personally appeared **James Lepp, as President of Saturnia Lakes Homeowners Association, Inc.**, who is [✓] personally known to me or [ ] has produced his Driver's License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of August, 2020.

(NOTARY STAMP/SEAL)

ROSE SANTAFEMIA
MY COMMISSION # HH 035505
EXPIRES: November 8, 2024
Bonded Thru Notary Public Underwriters

Rose Santafemia (Seal)
Notary Public, State of Florida
Print Name: Rose Santafemia
My commission expires: 11-8-2024

maintained by the Association for recreational uses or beautification and attendant uses and not for residential, commercial or industrial construction of any kind.

(F) The Association shall be responsible for the Maintenance, Repair, administration and Replacement of the Lakes. The Association shall not alter the slopes, contours, or cross sections of the Lakes, Lake banks and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in any littoral zones except upon the written approval from the applicable governmental authority. The Association shall be responsible for maintaining the required survivorship and coverage of any planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations applicable to the Lakes, Lake banks and littoral zones. The Association is not responsible for any damage to person or property which is caused by the violation of these covenants concerning Lakes or any Rules and Regulations adopted by the Board concerning the use of Lakes.

(G) Water levels in the Lakes may rise and fall significantly due to among other things, fluctuations in ground water elevations within surrounding areas. Accordingly, the Association has no control over such water levels and/or ground water elevations. Each Owner, by acceptance of title to his Lot, hereby releases the Association from and against any and all kinds of losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation attorneys' fees and court costs at trial and all appellate levels), related to, arising out of and/or resulting from water levels in the Lakes.

(H) The Association shall be responsible for the Maintenance, Repair and Replacement of the street lights and any associated facilities placed within the Property and any steet lights and associated facilities placed within public road rights of way by agreement between the Association and the public utility responsible therefore. In the event a public utility assumes the Maintenance, Repair and Replacement responsibility for the street lights, the Association is authorized to pay all fees associated with such installation, repair, replacement and maintenance and the furnishing of electricity thereto.

(I) The Association shall be responsible for the Maintenance, Repair and Replacement of the telephone tower cases (also known as telephone pods) located on the Lots.

(J) All expenses incurred by the Association in connection with the services, maintenance, repair and replacement described in Paragraphs A through F above, inclusive, are Common Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the Maintenance, Repair or Replacement provided for in Paragraphs A through F of this Section be caused by the negligence of or misuse by an Owner, his family, Guests, servants, invitees, or lessees, such Owner shall be responsible therefore, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Common Expenses.

(K) The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper Maintenance and operation of the Association.

5.2 Owner Maintenance. The individual Owners shall, in addition to other obligations contained elsewhere herein, have the Maintenance, Repair and Replacement responsibility of the following:

(A) The Home, Structure and all structural components, including courtyard walks, entry doors, garage doors, painting, caulking, and roof components, windows, sliding glass doors, screens, screen doors and their hardware, frameworks, mailboxes (including related components and poles), lanais, walkways located on the Lot, and locks serving the Home. The roofs and exterior of the structure and driveways shall be kept in a good and serviceable condition and cleaned on a regular basis to remove and discourage mold growth and with no damage or defect therein.

(B) The complete interior of the Home including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

(C) 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 the individual Lot.

(D) All grounds, green areas, storm drains (excluding Common Area storm drains), drain courses and other portions of same located on the individual Lots including but not limited to all potable and non-potable water lines from the shut-off valve and serving the individual Lot. No refuse or unsightly objects shall be allowed to be placed or to remain anywhere on the Lot, nor shall trash burning be permitted. Owners are prohibited from having visible mold or mildew on the residence or other improvements, or other debris in the yard, dead or dying landscaping, personal property in disrepair, or creating or maintaining any other condition which, in the Board's judgment or discretion, has a negative aesthetic or economic impact on the Property or constitutes a hazard to other property or to residents.

(E) The driveway serving the Owner's Lot, including that portion of the driveway in the Roadway, if any, unless the driveway was damaged by the Association in the fulfillment of its obligations and duties under the Governing Documents.

(F) Pest, insect and rodent control, whether applied inside the Home or on the Lot.

(G) Any modifications, alteration, installation or addition to the Lot or Common Areas made by the Owner or his predecessors in title with ACC or Board approval including but not limited to, any decks, concrete pads, and hedges and fences and other landscaping improvements installed by the Owner of his predecessor in title. 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 properties for which the Association is responsible.

5.3 Lake Lots. Notwithstanding anything contained herein to the contrary, and subject to the rights and obligations of the Association to maintain the Lakes as aforesaid for water retention, drainage, irrigation and water management purposes for all of Saturnia Lakes and the right of the Association to adopt rules from time to time with respect to the use of the Lakes for such purposes, the Lakes shall be reserved for the private use and enjoyment of all Owners, their family members, Guests, invitees and Tenants, but only in accordance with this Declaration.

(A) Fishing in the Lakes shall be permitted; however, notwithstanding anything contained herein to the contrary, an Owner shall only access the Lakes from the "Lake Maintenance Access Easement" or "Lake Maintenance Easement" shown on the Plat, or Additional Plat, if any, which immediately abuts his Lot if the Owner's Lot is a Lake Lot. If an Owner is not a Lake Lot Owner, or if a Lake Lot Owner wishes to access a different Lake or another area of the same Lake, access to the Lake shall be exclusively from the Lake Maintenance Access Easement abutting a landscaped area or grassed area (defined as those portions of the Property labelled "05" on the Plat) and such access shall be limited to the portion of the Lake Maintenance Access Easement or Lake Maintenance Easement and lake bank abutting the landscaped area or grassed area. If no portion of the Lake Maintenance Access Easement or Lake Maintenance Easement and lake bank abuts a landscaped area or grassed area, Owners other than Lake Lot Owners whose Lot abuts the Lake shall not be permitted access to that Lake. In addition, no Owner shall be permitted access to or to fish in any Lake Maintenance Easement or Lake bank area which immediately abuts a Lake Lot owned by another.

(B) Lake Lot Owners and their family members, Guests, invitees and Tenants shall be permitted to operate non-motorized and electric watercraft in the Lakes. No other persons shall be entitled to operate watercraft in the Lakes. Notwithstanding the foregoing, the launching into and removal from a Lake of any permitted non-motorized or electric watercraft by a Lake Lot Owner shall be limited to such Lake Lot Owner's Lake Lot and the Lake Lot Owner shall only access the Lakes from the Lake Maintenance Easement or Lake Maintenance Access Easement which immediately abuts such Lake Lot Owner's Lake Lot. No Owner may alter the Lot for the purpose of launching a watercraft and Owner shall be responsible for the cost, including attorneys' fees and costs, incurred to remedy damage caused to the Property due to launching a watercraft. Watercraft shall be limited in size to twelve feet (12').

(C) No planting, fencing or other improvements or additions to the landscaped area or grassed area surrounding the Lake and outside the Lot is permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the Lake banks or within the Lake Maintenance Easement or Lake Maintenance Access Easement or rear yards of Lake Lots. Swimming and the operation of motorized watercraft, other than electrically operated watercraft, in the Lakes are prohibited. Watercraft and trailers shall not be stored on the Lake banks or the Lake Maintenance Easement. Watercrafts which are permitted to be used within the Lakes of Saturnia Lakes must be stored in a garage and stored as a Recreational Vehicle. In addition to the use of any Lake Maintenance Easement by any Owner as described above, the Lake Maintenance Easement is for the use of the Association, the County, the applicable water management district and any other governmental agency for access to the Lakes for maintenance of the Lakes and littoral plantings and other proper purposes. No removal or damage to littoral or

wetland plantings is permitted.

5.4 Community Systems Services. The Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm and/or other services (collectively, "Bundled Services") for Homes in Saturnia Lakes. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate the Association to enter into any Bundled Service Agreement.

5.5 Drainage System. No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management, lake or preserve area reserved for drainageways, sluiceways or for the accumulation of runoff waters. No Owner shall permit his Lot or Home to exist in a condition which, intentionally or unintentionally, causes damage or otherwise interferes with the drainage system and the Association shall be permitted to adopt various standards and requirements to cause a Home or Lot to be altered at the expense of an Owner in order to cure the damage or condition which is causing damage to the drainage system. Homes with a pool may not utilize an overflow drain system which allows pool water to drain directly into a Lake. Each Owner shall keep all drainage structures (such as catch basins) located on the Lot clear of grass, leaves and other debris.

5.6 Enforcement of Maintenance. If the Owner of a Lot fails to Maintain his Lot as required above, the Association shall have the right to fine and/or suspend the Owner as provided herein, or to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot and remedying the violation, with or without consent of the Owner but only after ten (10) days written notice of intent to do so. The Association may Repair, Replace or Maintain any item in violation of the covenants contained in the Governing Documents or which constitutes a hazard or negative aesthetic impact to other property or residents, prevents the Association from fulfilling its Maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an individual Assessment charged against the Lot, secured by a lien against the Lot as provided in Article 3 above.

5.7 Negligence; Damage Caused by Condition in Lot. Each Owner shall be liable to the Association for all costs and expenses it incurs for Maintenance, Repair or Replacement

made necessary by the neglect or negligence of the Owner, any member of the Owner's family, or his or her Guests, employees, agents or Tenants. In the event the Association is required to incur expenses to Maintain the Lot, including the provision of any landscape services for Owner obligations, or any expense necessary in the Board's discretion to maintain any Home, such costs shall be an individual Assessment charged against the Lot, secured by a lien against the Lot as provided in Article 3 above.

5.8 Reimbursement. All costs and expenses incurred by the Association pursuant to this Article, including attorney fees and costs connected with such matters, shall be reimbursed to the Association by the Owner and shall constitute a service Assessment against the Owner and his or her Lot.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.

6.1 Improvements Requiring Approval. No building, Structure, roof, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any Structure or Lot shall occur unless and until complete and accurate plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Control Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding Structures and topography. The ACC shall have forty five (45) days after delivery of all required information, complete and accurate plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ACC the plan shall be deemed denied. All approved modifications or improvements shall be completed within a time period prescribed by the ACC, and if none, one hundred eighty (180) days from the date of approval. All changes, alterations or modifications to an approved plan must also be approved pursuant according to these same requirements. In the event that any construction or improvement requires the presence of a dumpster, the ACC shall be permitted to adopt reasonable Rules and Regulations concerning the duration, location and size of said dumpster.

6.2 The ACC. The architectural review and control functions of the Association shall be administered and performed by the ACC, which shall consist of at least three (3) persons. All three (3) persons on the ACC shall be Members of the Association. All members of the ACC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ACC shall constitute a quorum to transact business at any meeting of the ACC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. Any vacancy occurring on the ACC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The members of the ACC shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ACC shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions

of the ACC are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ACC.

6.3 Powers and Duties. The ACC shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each Member in advance of the meeting. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ACC of two (2) complete sets of all plans and specifications the approval or disapproval for any improvement, Structure of any kind or any other work which in any way alters the exterior appearance of any Structure, or Lot including without limitation, any fence, well, swimming pool, screen enclosure, sewer, drain, disposal system, landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The ACC may also require submission of samples of building materials proposed for use on or as part of any Home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed Structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Any party aggrieved by a decision of the ACC or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be final.

(C) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ACC that the improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the ACC the work shall be suspended until such time as the ACC authorizes the work to be recommenced.

(D) Notwithstanding anything to the contrary contained herein, if an Owner is delinquent in the payment of Assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice, the processing of an application for approval of the ACC may be denied or withheld pending payment of the Assessments, fines or other charges or correction of the violation.

6.4 Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or the environment, which must be signed by at least two-thirds (2/3) of the ACC. If such variances are granted, no violation of the covenants, conditions and

restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The Board of Directors may overrule and void any variance granted by the ACC if such action is taken within twenty (20) days from the date the variance is received by the Board.

6.5 Nonliability of ACC Members. Neither the ACC nor any member thereof, nor its duly authorized ACC representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to Saturnia Lakes and the immediate vicinity. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval from the standpoint of structural safety or conformance with building, health, or other codes.

6.6 Violation. In the event an Owner installs improvements or modifies the Owner's Lot without obtaining approval as required in this Article, including, but not limited to, modifications to the Drainage System, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including, but not limited to, entering the Lot and remedying the violation or removing any unapproved improvements, with or without consent of the Owner, but only after reasonable notice of the Association's intent to do so. Any expense incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an individual Assessment charged against the Lot, secured by a lien against the Lot as provided herein. The Association shall not be required to provide the Owner with a hearing prior to enforcing this Article as provided herein, but may, in the Board's sole discretion, elect to do so if requested by the Owner.

7. INTENTIONALLY LEFT BLANK.

8. USE RESTRICTIONS.

The following rules and standards apply to Saturnia Lakes and shall be enforced by the Association pursuant to Section 13 hereof.

8.1 Home. Each Home shall be occupied by only one Family at any time. Each Home shall be used as a residence and for no other purpose. However, "no impact" or "low impact" Home based business in and from a Home is allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create excessive customer

traffic to and from the Home, create noise audible from outside the Home, or generate fumes or odors noticeable outside the Home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration, however any persons in violation of this amended provision on the date it is recorded in the public record of the County shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship the Board of Directors may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days.

8.2 Minors; Operation of Motor Vehicles on Common Area. All persons under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance, nuisance or hazard, to other residents. Except for lawn maintenance equipment operated by or on behalf of the Association or the Saturnia Lakes, no motorized vehicle of any kind shall be operated on any property of Saturnia Lakes other than the streets. Any motorized vehicle and/or scooter must be registered and operated by a person holding a valid license to operate the motorized vehicle or scooter.

8.3 Pets. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall he kept, raised, bred or maintained on any portion of the Property. The keeping of pets is a privilege and not a right and permitted pets shall only he kept subject to and in accordance with such Rules and Regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pit bull be permitted on the Property or any other breed deemed dangerous by the Board in its sole discretion. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by his pet. The keeping of pets shall also comply with following conditions:

(A) No pets shall be permitted in the pool or clubhouse area, leashed or unleashed.

(B) Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Association. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance or physical threat, written notice will be given to the Owner or other person responsible for the pet, and the pet shall be removed from the Property within three (3) days.

(C) Any Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Association.

8.4 Nuisances. No Owner shall use his Home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance or hazard to the occupant of another Home, or which would not be consistent with the Maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Home shall be consistent with existing laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. No loud noises or noxious odors shall be permitted in any Home or Lot and no horns, whistles, bells or other sound devices (other than for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any item which may unreasonably interfere with television or radio reception of any Owner shall be located used or placed on ay Lot, or exposed to the view of other Owners without the prior written approval of the Board. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be final and shall control without regard to any legal definition of such terms.

8.5 Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Lot or Home (including any window), and/or Common Area unless expressed prior written approval of the size, shape, content and location has been obtained from the ACC, which may be withheld in its discretion. Notwithstanding the above, an Owner may display one (1) "for sale" sign without ACC approval as long as the "for sale" sign complies with architectural standards adopted by the ACC.

8.6 Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, without the prior written approval of (i) the ACC; and (ii) applicable government agencies, if required.

8.7 Preserve Area. The Preserve Area shall not, in any way, be altered from its natural state except as provided for by the County Land Development Code. Activities prohibited within the Preserve Area (other than clearing and construction for drainage facilities) include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing other substances such as trash; removal or destruction of trees, shrubs or other vegetation (other than exoting/nuisance vegetation removal); excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habit conservation or preservation.

8.8 Buffers. No improvements, landscaping or other additions are permitted within the Buffers without the prior written consent of the ACC and appropriate governmental agencies, excepting any improvements, landscaping or other additions made or installed by the Association, such as, but not limited to, signs, walkways, walls and light poles.

8.9 Slopes and Trees. No Owner may engage in any activity which will change the slop or drainage of a Lot. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property without the prior written consent of the Board and/or the ACC. Owners shall be responsible for any damage caused to the Common Areas or neighboring Lots due to storm water or surface water management which is caused by any existing condition on the Lot or Home.

8.10 Motor Vehicles and Boats. No Maintenance or mechanical Repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. No Recreational Vehicles shall be parked anywhere on the properties outside of garages for more than twenty-four (24) hours in any seven (7) day period. Any Prohibited Vehicle must be kept enclosed in a garage while in the Association so that it is not readily visible from any adjacent street or Lot. No vehicle may be parked on a street overnight and parking is prohibited on the apron of a driveway within the Roadway. No vehicle may be parked in a manner which blocks or obstructs the sidewalk. The Association is authorized to tow any vehicle violating this Section 8.10, the Rules and Regulations, a law or any other restriction contained in the Governing Documents and the cost of towing shall be the obligation of the Owner of the vehicle.

8.11 Temporary Structures. No tent, shack, shed or other temporary building or improvement shall be placed upon any portion of a Lot for more than forty-eight (48) hours.

8.12 Clotheslines. Clotheslines or drying yards shall be located so as not to be visible from the streets or adjoining properties.

8.13 Unsightly Growth. No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.

8.14 No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of, the Home's or Lot's Owner.

8.15 Trash and Waste Disposal. Trash, garbage and other waste shall be kept only in containers which shall be kept in a clean and sanitary condition and stored in the garage except when out for pick-up. Yard waste shall be kept bundled. Recycle bins, trash and yard waste shall not be put on the curb, for pick-up, prior to 6:00 p.m., the night before the scheduled pick-up and shall be removed from the curb no later than 6:00 p.m., the day of pick-up. No garbage incinerators shall be permitted. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property.

8.16 Antenna. No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service which may be installed only at a location on a Lot approved by the ACC. In approving the installation and location of any antenna the ACC shall comply with all applicable laws, whether state or federal.

8.17 Fences and Hedges. Any fence placed upon any Lot must be approved by the ACC, as provided herein, prior to installation. In no event may a fence be placed in the area between the front of a Home and the Roadway at the front of the Lot on which the Home is situated. All approved fences on the back side of a Lot shall be required to have a gate to permit access to the portion of the Lot not enclosed within the fence for the maintenance thereof in accordance the Association's Maintenance, Repair and Replacement obligations. The Owner assumes complete responsibility to Maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ACC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ACC's approval, at the time the fence is installed.

(A) In addition, the installation of any fence placed upon any Lot is subject to easements which run with the Land. In the event the grantee of any such easement which runs with the land (i.e. FPL), it successors and/or assigns, requires the removal of any fence upon a Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot in installing any fence upon the Lot shall comply with all valid laws, zoning ordinances and regulations of the city and County governmental bodies, as applicable, in addition to the ACC's approval required herein.

(B) 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. In its review of proposed plans and specifications of landscape design and materials for Lake Lots, including, but not limited to, any massed plantings, the Committee will take into consideration the effect on Lake views of such landscaping, both at the proposed time of installation and at the time when maximum growth shall have occurred. The only fence types allowed on the back and sides of a Lake Lot shall be an aluminum rail picket fence, with the rails no wider than one (1") inch and no closer together than three inches (3") on center and having a height of no greater than sixty inches (60"), unless otherwise required by applicable governmental laws, statutes, ordinances, rules or regulations. Notwithstanding anything to the contrary in this Declaration, such aluminum rail picket fence is the only type of fence which the ACC may approve for installation on the back or sides of a Lake Lot.

(C) Notwithstanding anything contained to the contrary in this Declaration, an Owner of a Lot who elects to install a fence on any portion of his Lot shall be responsible for the Maintenance and care of the lawn and landscaping and hedge, if any, in the portion of the Lot which becomes enclosed by the fence construction. Such Owner of a Lot shall not be entitled to a reduction in Assessments in turn for being responsible for such Maintenance and care. "Maintenance and care" within the meaning of this subsection shall include, by way of example and not of limitation, mowing, edging, fertilizing and spraying of lawns, Maintenance of the irrigation system, replacement

of sod and the trimming, fertilizing and spraying of any hedge. In the event the Owner fails to properly Maintain his Lot and/or Home pursuant to this subparagraph, then the Association shall have the right, but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the Maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly Maintain and care for the property for which he has the Maintenance responsibility shall be determined in the sole discretion of the Association. Further, if failure to comply relates to the Owner's obligations to Maintain and care for his property, the Association shall entitled, but not obligated, to perform such Maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such Maintenance and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Assessments.

8.18 Recreational Facilities. All Recreational Facilities or improvements constructed or placed on a Lot, including without limitation by specification, any play or recreation Structures, such as swing sets, play houses, plastic play sets, basketball hoops, or any other kind of Structures of a similar kind or nature must first be approved by the Board or the ACC, which said approval shall be conditioned upon the Recreational Facility being adequately landscaped so it is not visible from the street, the adjoining neighbor's yard, or the golf course abutting said Lot. The Board or the ACC may adopt Rules and Regulations concerning the size, location and material of the Recreational Facilities in its sole and absolute discretion. The Owner is responsible to keep all Recreation Facilities maintained in a good manner. If upon inspection, the Owner has not maintained the Recreational Facilities the Board may order them removed. If renters wish to erect a swing set or other Recreational Facility they must have written permission signed by the actual Owner (not Owner's agent) of the house. The written permission must be given to the Board or the ACC prior to installation and must state who is going to pay for the landscaping required to shield the Recreational Facility from view and must otherwise comply with the applicable and appropriate Article 6 of this Declaration.

8.19 Outside Lighting. No spotlights, floodlights, or other outdoor high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon. Low intensity lighting which does not unreasonably disturb the Owners or other occupants of the Properties shall be allowed.

8.20 Air Conditioning Units and Generators. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems, as well as permanent generators, which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any street.

8.21 Solicitation. The solicitation of charitable gifts, real or in kind, the solicitation for sale of products or services, by non-residents of the Association, is expressly prohibited. The Board of Directors may adopt reasonable Rules and Regulations governing solicitation in the Association by residents as well as solicitation concerning recognized charitable organizations.

8.22 Water Supply. No individual water supply system shall be permitted on any of the Association Property, provided that a central water supply system is being operating in

accordance with requirements of the governmental body having jurisdiction over said central system, except that wells are permitted for the irrigation of landscaping only, provided that a stain tank is installed in conjunction with the irrigation well.

8.23 Garage Sale. Closed community garage sales shall be permitted with Board approval no more than two times in a calendar year.

8.24 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, Maintained or permitted upon any Lot.

8.25 Sewage Disposal. No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulation body having jurisdiction over said central system.

8.26 Driveways. Driveways shall be constructed of pavers as approved by the ACC. Home Owners shall be responsible for the Maintenance, Repair and Replacement of said driveway, including, but not limited to, cracks in heaving pavers.

8.27 Personal Property. Grills, barbeques, toys, games and other personal property which is not an approved landscaping or other improvement on a Lot must be kept on the lanai or in the Home or garage when not in use.

9. INSURANCE. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors and the premium on any policy purchased by the Association shall be paid as a Common Expense. The insurance carried by the Association shall afford at least the following provisions:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to a Owner.

(C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(D) Compensation. The Association shall maintain workers' compensation insurance if required by law.

(E) Fidelity Bond Coverage. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. 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. As used in this subsection, the term "persons who control or disburse funds of the association" includes, but is not limited to, persons authorized to sign checks on behalf of the association, and the president, secretary, and treasurer of the association. The Association shall bear the cost of any insurance or bond.

(F) Flood Insurance. If any part of the Common Areas are in a special flood hazard area, and are insurable as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be one hundred (100%) percent of the current Replacement cost of any Common Area improvements or Structures and other insurable common property, or the maximum coverage available for such improvements, Structures, or property under the National Flood Insurance Program, if less.

9.2 Duty to Insure. Each Owner is responsible for insuring the full replacement of real and personal property within his or her own Lot and Home. Each Owner must recognize that he or she bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

9.3 Duty to Reconstruct. If any Home or other improvements located on any Lot and Home are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause Repair or Replacement to be commenced within one hundred and eighty (180) days from the date that such damage or destruction occurred, and to complete the Repair or Replacement within eighteen (18) months thereafter. All such Repairs or Replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors. The Board of Directors may, based on its sole and exclusive discretion, extend the time periods for reconstructions contained herein.

9.4 Failure to Reconstruct. If the Owner of any Home fails to commence or complete construction to Repair or Replace any damaged or destroyed improvements within the time periods provided for in Section 9.3 above, the Association shall give written notice to the Owner of his or her default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his or her obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the Repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which

shall be in the sole discretion of the Board of Directors, the Owner of the Home shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvement. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and Home to secure payment.

9.5 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

9.6 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners.

9.7 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon request.

9.8 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide the insurer waives its right to subrogation as to any claim against the Owners, or their respective servants, agents or Guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.9 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following share:

(A) Common Areas. Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Lots, the shares of each Owner being the same as his or her share in the Common Areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a Home, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Lot or Lots, except to the extent that insurance proceeds exceed the actual cost of Repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or Repair by the Association. Any proceeds remaining after defraying cost shall be distributed to the beneficial Owners, remittances to Home Owners and their mortgagees being paid jointly to them.

9.11 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Homes, Lots or Common Areas.

9.12 Damage to Common Areas. Where loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to Repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of Repair and restoration, and shall negotiate and contract for Repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of Repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Owners for the deficiency. Such Special Assessments need not be approved by the Owners. The Special Assessment shall be added to the funds available for Repair and restoration of the property.

10. LEASING OF HOMES. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Homes by their Owners shall be restricted as provided in this section. All Leases of Homes must be in writing. An Owner may Lease only his entire Home, and then only in accordance with this section, after receiving the approval of the Association. The Tenant must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new Occupant of a Home that was not approved under the existing Lease of the Home.

10.1 Procedures.

(A) Notice by the Owner. An Owner intending to Lease his Home shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the Lease together with the name and address of the proposed Tenant as well as all adults occupying (who shall be deemed Tenants for application purposes regardless of whether said individual is a tenant on the lease), a fully executed copy of the proposed Lease, a fully execution lease application form promulgated by the Board from time to time, and such other information and reports as the Board may reasonably require on the application or otherwise, including but not limited to, a credit report, background check and proof of lawful residency. The Board may require a personal interview with any Tenant, proposed Occupant and his or her spouse, if any, as a pre-condition to approval. The applicant must sign for having received copies of the Rules and Regulations of the Association. The Association may charge the Owner a preset fee for processing the application, such fee to be determined by the Board and not to exceed the maximum amount allowed by law and a

separate fee may be charged for each person who is intending to Occupy the Home except that a single fee may be charged to a husband and wife and no extra fee may be charged for minor children.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed Lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the Tenant.

(C) Disapproval. A proposed Lease shall be disapproved only if a majority of the whole Board so votes, and in such case the Lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(i) the Owner is delinquent in the payment of Assessments, fines or other charges at the time the application is considered;

(ii) the Owner has a history of leasing his Home without obtaining approval, or leasing to troublesome Tenants and/or refusing to control or accept responsibility for the occupancy of his Home;

(iii) the real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening Tenant applicants inadequately, recommending undesirable Tenants, or entering into Leases without prior Association approval;

(iv) the application on its face indicates that the person seeking approval or any of the proposed Occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;

(v) the prospective Tenant or any of the proposed Occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(vi) the prospective Tenant has a history of conduct which evidences disregard for the rights and property of others;

(vii) the prospective Tenant evidences a strong possibility of financial irresponsibility;

(viii) the Tenant or any of the proposed Occupants, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(ix) the prospective Tenant or any of the proposed Occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

(x) the Owner fails to give proper notice of his intention to Lease his Home to the Board of Directors.

10.2 Term of Lease and Frequency of Leasing. No Home may be leased more often than two (2) times in any calendar year, with the minimum Lease term being three (3) months. For purposes of this restriction, the first day of occupancy under the Lease shall conclusively determine in which year the Lease occurs. No Lease may be for a period of more than one (1) year, and no Lease shall contain an option for the Tenant to extend or renew the Lease for any additional period without a lease application and consideration by the Association prior to each extension or renewal. However, the Board may, in its discretion, approve the same Lease from year to year under unusual circumstances to avoid undue hardship and iniquity. No subleasing or assignment of Lease rights by the Tenant is allowed.

10.3 Occupancy During Lease Term.

(A) When a Home has been leased for a period of one (1) year, the Home may be Occupied by the Tenant and approved Family.

(B) When a Home has been leased for a period of less than one (1) year, no one but the Tenant and that person's spouse, if any, and their natural or adopted children, if any, may Occupy the Home during the term of the Lease.

(C) Guests may Occupy a Leased Homes when the Tenant is in residence. The total number of house guests in a Leased Home is limited to two (2) persons and their natural or adopted children, if any. Such Guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of Guest occupancy shall be limited to once during the Lease term.

10.4 Occupancy in Absence of Lessee. No one but the Tenant, his Family members within the first degree of relationship by blood, adoption or marriage, and their spouses and Guests may Occupy the Residence, and there shall not be more than two (2) persons per bedroom in occupancy. A first degree relationship by blood includes only parents and children of the Tenant. The Board may allow for, and approve, a "hardship exception" to this provision, at its absolute and sole discretion.

10.5 Regulation by Association. All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Home as a Tenant or Guest to the same extent as against the Owner. A covenant on the part of each Occupant to abide by the Rules and Regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner's agent with the authority to terminate any Lease and evict the Tenants in the event of breach of such covenant, shall be deemed to be included in every Lease, whether oral or written, and whether specifically expressed in such Lease or

not.

10.6 Fees and Deposits for the Lease of Homes. Whenever herein the Board's approval is required to allow the Lease of a Home, the Association will charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person intending to Occupy the Home except only one fee may be charged for a husband and wife and minor children. No fee may be charged for approval of a renewal or extension of a Lease with the same Tenant. The Association may also require a security deposit to protect against damage to the Common Area or Association property.

10.7 Unapproved Leases. Any Lease of a Home not approved pursuant to this Section 10 shall be void and unenforceable unless subsequently approved by the Board.

10.8 Collateral Assignment of Rents. In the event an Owner is in default in payment of Assessments for Common Expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's Tenant. Upon demand by the Association the Tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with Section 3.9 of this Declaration until all past due amounts are paid in full. In the event such Tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such Tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the Lease and evict the Tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the Owner. The authority granted in this Section is in addition to any authority granted by law.

11. TRANSFER OF OWNERSHIP OF LOTS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Homes, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Home shall be subject to the following provisions:

11.1 Forms of Ownership.

(A) A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Lots is permitted. If the co-Owners are to be other than husband and wife, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) 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 subsequent change in the Primary Occupant shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Article 11. No more than one (1) such change will be approved in any 12 month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Home may be used as short-term transient accommodations for several individuals or

families or in the manner of fractional ownership or a vacation club.

(C) 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 to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or vacation club. The approval of a trust, or corporation, partnership or other entity as an Owner shall be conditioned upon designation by the Owner of not more than one (1) 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 subsequent change in the primary occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article 11. No more than one such change will be approved in any 12 month period.

(D) Designation of Primary Occupant. If any Owner fails to designate a Primary Occupant when required to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

(E) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 11.2 below. In that event, the life tenant shall be the only Association member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. 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 for purposes of determining voting and occupancy rights under Section 11.1(B), above.

11.2 Notification of Association. The Association must be notified of any transfer of title to a Lot and the Association may require the purchaser of any Lot complete and application with information reasonably requested by the Board prior to closing for which the Association may charge a preset fee for processing the application not to exceed the maximum amount permitted by Florida law.

12. AMENDMENTS; TERMINATION.

12.1 Duration. The covenants, conditions 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, their respective legal representatives, heirs, successors and assigns, for an initial period of fifty (50) years from the date of the original Declaration recorded on May 16, 2001. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year renewal periods; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, two-thirds (2/3rds) of all voting interests vote in favor of terminating this Declaration at the end of its then current term. Written notice of any meeting at which such a proposal will be considered shall be given at least

forty-five (45) days in advance of the meeting. If the members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association and the total number of votes cast in favor or such resolution of termination so adopted. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

12.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at anytime by the affirmative vote of at least a majority of the total Voting Interests. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

12.3 Amendments Affecting Surface Water Management System. Any proposed amendment to the Declaration which would affect the surface water management system (including environmental conservation areas and the water management portions of the Association Property) , shall be submitted to the South Florida Water Management District for a determination of whether the proposed amendment necessitates a modification of the applicable surface water management permit.

13. ENFORCEMENT; GENERAL PROVISIONS.

13.1 Enforcement. Enforcement of these covenants, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenants, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the Rules and Regulations promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person Occupying any Home under Lease from the Owner or by permission or invitation of the Owner or a Tenant (express or implied), and their licensees, invitees or Guests. Failure of any Owner to notify any person of the existence of the Rules and Regulations, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his Tenants, licensees, invitees or Guests and by the Guests, licensees and invitees of Tenants, at any time.

13.3 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' Tenants or Guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the Governing Documents, or the Rules and Regulations, or who condone such violations by their Family members, Guests or Tenants. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. The maximum fine for a continuing violation shall be $1,000.00. Fines shall be secured by a lien on the Owner's Lot. Suspensions of the use of Common Areas, facilities and common non-essential services (e.g. gate access barcodes, bulk cable tv and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) a statement of the date, time and place of the hearing;

(2) a short and plain statement of the specific facts giving rise to the alleged violation(s); and

(3) the possible amounts of any proposed fine and/or possible use rights of Common Areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions 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 to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be serving as Directors or Officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy the same.

(C) Suspensions and Fines without Hearing. The foregoing notwithstanding, as provided in 720.305(2)(b), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay Assessments or other charges when due.

(D) Correction of Health and Safety Hazards. Any situation, condition or violation of the Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the member.

13.4 Attorney Fees. In any legal proceeding arising out of an alleged failure of a Guest, Tenant, Owner, Officer, Director or the Association to comply with the requirements of the

law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court. The Association shall be entitled to recover any attorneys fees incurred to enforce any provision of the Governing Documents and Rules and Regulations as an Individual Assessment in the event any dispute is resolved without litigation.

13.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under the law and the Governing Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

13.6 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the records of the Association, or to the address of the member's Home. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address.

13.7 Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no affect on the remaining provisions herein.

13.8 Interpretation; Disputes. The Board of Directors is responsible for interpreting the provisions of this Second Amended and Restated Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

13.9 Covenant Running With the Land. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Association and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and

occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable Rules and Regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable Rules and Regulations of the Association, as they may be amended from time to time. In the event that any casements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

13.10 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

13.11 No Public Right or Dedication. Nothing contained in the Governing Documents shall be deemed a gift or dedication of all or any portion of the Property to the public, or for any public use.

13.12 Use of Singular and Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular and the use of any gender shall be deemed to include all genders.

13.13 Headings. The headings used in the Governing Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

14. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE GOVERNING DOCUMENTS, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

14.1 IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

14.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF

TORTUOUS ACTIVITIES.

14.3 ANY PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

14.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS 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 HEREIN.

EXHIBIT A

Legal Description of Property

TRACT 1:

Parcel 1:

The East one-half (E1/2) of the Southeast one-quarter (SE1/4) of the Southeast one-quarter (SE1/4) of the Southwest one-quarter (SW1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel 2:

The East one-half (E1/2) of the Northwest one-quarter (NW1/4) of the Southeast one-quarter (SE1/4) of the Northwest one-quarter (NW1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel 3:

The East one-half (E1/2) of the Southeast one-quarter (SE1/4) of the Southwest one-quarter (SW1/4) of the Northwest one-quarter (NW1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel 4:

The West one-half (W1/2) of the Southeast one-quarter (SE1/4) of the Southwest one-quarter (SW1/4) of the Northwest one-quarter (NW1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel 5:

The West one-half (W1/2) of the Southwest one-quarter (SW1/4) of the Southwest one-quarter (SW1/4) of the Southeast one-quarter (SE1/4) of the Northwest one-quarter (NW1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel 6:

The East one-half (E1/2) of the East one-half (E1/2) of the Southwest one-quarter (SW1/4) of the Southwest one-quarter (SW1/4) of the Northwest one-quarter (NW1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel 7:

The West one-half (W1/2) of the East one-half (E1/2) of the Southwest one-quarter (SW1/4) of the Southwest one-quarter (SW1/4) of the Northwest one-quarter (NW1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel 8:

The East one-half (E1/2) of the West one-half (W1/2) of the Northeast one-quarter (NE1/4) of the Northwest one-quarter (NW1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida; LESS AND EXCEPT the North 150 feet thereof.

TRACT 2:

Parcel I:

The West one-half of the Northeast one-quarter of the Northeast one-quarter of the Northwest one-quarter of Section 28, Township 48 South, Range 26 East, Collier County, Florida, less the North 150 feet thereof.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT A

Legal Description of Property
(continued)

Parcel II:

The West one-half of the Southeast one-quarter of the Northeast one-quarter of the Northwest one-quarter of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel III:

The East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 28, Township 48 South, Range 26 East.

Parcel IV:

The West one-half of the East one-half of the Southeast one-quarter of the Northwest one-quarter of Section 28, Township 48, Range 26 East,

Parcel V:

The East one-half of the Southeast one-quarter of the Southeast one-quarter of the Northwest one-quarter of Section 28, Township 40 South, Range 26 East, Collier County, Florida.

Parcel VI:

The East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4), Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel VII:

The Northwest one-quarter of the Southwest one-quarter of the Southeast one-quarter of the Northwest one-quarter and the East one-half of the Southwest one-quarter of the Southwest one-quarter of the Southeast one-quarter of the Northwest one-quarter of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel VIII:

The West one-half of the Northwest one-quarter of the Southeast one-quarter of the Northwest one-quarter of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel IX:

The East one-half of the Northeast one-quarter of the Southwest one-quarter of the Northwest one-quarter of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel X:

The North one-half (N 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4), Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel XI:

The West one-half (W 1/2) of the Northwest one-quarter(NW 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel XII:

The East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

EXHIBIT A

Legal Description of Property
(continued)

Parcel XIII:

The Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4), Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel XIV:

The South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel XV:

The South one-half (S 1/2) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel XVI:

The Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel XVII:

The West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) AND the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

Parcel XVIII:

The Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4), Section 28, Township 48 South, Range 26 East, Collier County, Florida.

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Less and except: (see Pages 4 and 5 of this Exhibit "A").

A PARCEL OF LAND LOCATED IN PORTIONS OF TRACTS "OS20", TRACT "X-1" AND TRACT "OS16", OF SATURNIA LAKES PLAT TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38 AT PAGES 45 THROUGH 50 AND IN A PORTION OF TRACT "OS27", SATURNIA LAKES PLAT THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39 AT PAGES 67 THROUGH 72 ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "X-F", SATURNIA LAKES PLAT TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38 AT PAGES 45-50 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH 89°56'29"EAST, ALONG THE SOUTH LINE OF SAID TRACT "X-F" FOR A DISTANCE OF 110.09 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE RUN NORTH 02° 10'55" WEST ALONG THE EAST LINE OF TRACT "X-F" FOR A DISTANCE OF 2673.51 FEET TO A POINT ON THE NORTH LINE OF TRACT "OS16" OF SAID SATURNIA LAKES PLAT TWO; THENCE RUN SOUTH 89° 57'29" EAST ALONG THE NORTH LINE OF SAID TRACT "OS16" FOR A DISTANCE OF 7.50 FEET; THENCE RUN SOUTH 02° 10'55" EAST, FOR A DISTANCE OF 79.54 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 34.00 FEET, THROUGH A CENTRAL ANGEL OF 32° 39'17", SUBTENDED BY A CHORD OF 19.12 FEET AT A BEARING OF SOUTH 18°30'33" EAST, FOR A DISTANCE OF 19.38 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 26° 50'08" EAST, A DISTANCE OF 25.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 26° 22'03", SUBTENDED BY A CHORD OF 11.40 FEET AT A BEARING OF SOUTH 76° 20'53" EAST, FOR A DISTANCE OF 11.50 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 533.32 FEET, THROUGH A CENTRAL ANGLE OF 00°43'46", SUBTENDED BY A CHORD OF 6.79 FEET AT A BEARING OF SOUTH 89° 10'02" EAST, FOR A DISTANCE OF 6.79 FEET TO THE END OF SAID CURVE THE SAME BEING A POINT ON THE BOUNDARY LINE COMMON TO TRACT "OS16" WITH TRACT "X-1" OF SAID SATURNIA LAKES PLAT TWO; THENCE RUN SOUTH 02° 10'55" EAST, FOR A DISTANCE OF 104.24 FEET TO A POINT ON THE BOUNDARY LINE COMMON TO TRACT "X-1" WITH TRACT "OS20" OF SAID SATURNIA LAKES PLAT TWO AND A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS SOUTH 44° 28'00" EAST, A DISTANCE OF 34.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 34.00 FEET, THROUGH A CENTRAL ANGLE OF 47° 42'55", SUBTENDED BY A CHORD OF 27.50 FEET AT A BEARING OF SOUTH 21° 40'33" WEST, FOR A DISTANCE OF 28.31 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 02° 10'55" EAST, FOR A DISTANCE OF 191.95 FEET; THENCE RUN SOUTH 11° 18'50" WEST, FOR A DISTANCE OF 51.42 FEET; THENCE RUN SOUTH 02° 10'55" EAST, FOR A DISTANCE OF 2,200.82 FEET TO A POINT ON THE SOUTH LINE OF TRACT "OS27" OF

Best Available Image

SATURNIA LAKES PLAT THREE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39 AT PAGES 67 THROUGH 72 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING A POINT ON THE SOUTH LINE OF SAID SECTION 28; THENCE RUN NORTH 89°56'29" WEST, ALONG THE SOUTH LINE OF SAID TRACT "OS27" AND THE SOUTH LINE OF SAID SECTION 28 FOR A DISTANCE OF 7.50 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.586 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS BEING NORTH 02 10'55" WEST.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

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

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation of Saturnia Lakes Homeowners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on May 16, 2001, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Saturnia Lakes Homeowners Association, Inc. shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Saturnia Lakes Homeowners Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at 1310 Saturnia Grande Drive Naples, Florida 34119, unless otherwise changed by the Board of Directors.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its Members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants, Restrictions, and Easements for Saturnia Lakes originally recorded in the Public Records of Collier County, Florida, at O.R. Book 2826 at Page 0617 et seq., and as amended and restated, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in

connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;

(B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable rules of the Association;

(D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership.

(G) to make contracts, borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by Board;

(H) to maintain, repair, replace and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(J) to grant, modify or move easements.

(K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than three-fourths (3/4ths) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed amend assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least two-thirds (2/3) of the voting interests, present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and not more than seven (7) Directors. The eligibility of Directors is set forth in the Bylaws.

(B) Directors of the Association shall be elected by 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.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

(A) 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 he is or was 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 him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he 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.

(B) Defense. 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 (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) Advances. 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 he is not entitled to be indemnified by the Association as authorized by this Article IX.

(D) Miscellaneous. The indemnification provided by this Article IX 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.

(E) Insurance. 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 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 him against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS.
FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS.

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

ARTICLE 1
GENERAL

These are Bylaws of Saturnia Lakes Homeowners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at 1310 Saturnia Grande Drive Naples, Florida 34119, unless otherwise changed by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation 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.

1.3 Definitions. The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

ARTICLE 2
MEMBERS

The Members of the Association are the record owners of legal title to the Lots. In the case of a residential Lot subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the residential Lot solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Collier County, Florida Public Records of a deed or other instrument evidencing legal title to the Lot in the member.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a Primary Occupant, which is required when title to a Lot

is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each residential Lot owned by them. The total number of possible votes (the voting interests) of the Association is the total number of Lots in Saturnia Lakes, which is five hundred and eighty (580). The vote of a Lot is not divisible. The right to vote may be suspended for non-payment of any monetary obligations that are delinquent in excess of ninety (90) days. If a Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons, that Lot's vote may be cast by any one (1) of the record owners. If two (2) or more Owners do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the Owner of a Lot is other than a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant. All votes must be cast by an Owner or Primary Occupant.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record Owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of membership, nor does it impair any rights or remedies 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 incident thereto.

ARTICLE 3
MEMBERS' MEETINGS; VOTING

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year on a day and at a time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and a special members' meeting may also be called by members having at least one-third (1/3) of the voting interests. The business at any special members' meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission to those members consenting to receive notice by electronic mail. The members are responsible for providing the Association with any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Lot is transferred after notice has been mailed or transmitted, no separate notice to the new Owner is required. 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. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot, specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members. Limited proxies may be used in election of Directors in accordance with Section 4.3 of these Bylaws and other matters requiring a vote of the Owners. General proxies may not be used in the election of Directors, but may be used for other matters for which limited proxies are not required. In addition, the Board shall have the authority to adopt reasonable Rules and Regulations regarding the use of a power of attorney, including the ability of any agent in fact to attend a meeting of the members or a meeting of the Board of Directors.

3.7 Participation at Meeting By Remote Communication. Unless prohibited by the Chapter 720, Florida Statutes, if authorized by the Board of Directors as provided in Section 617.0721 Florida Statutes, and subject to such guidelines and procedures as the Board of Directors may adopt, members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(A) Participate in the meeting.

(B) Be deemed to be present in person and vote at the meeting if:

1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and

2. The corporation implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

(A) Call of the roll or determination of quorum

(B) Reading and approval of minutes of last members' meeting

(C) Reports of Officers

(D) Reports of Committees

(E) Election of Directors (annual meeting only)

(F) Unfinished Business

(G) New Business

(H) Adjournment

3.10 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding Officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

ARTICLE 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 Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be five (5) All Directors shall be elected for a term of two (2) years each and a Director's term will end at the annual election at which his successor is to be duly elected unless the Director sooner resigns or is recalled as provided for below. Directors shall be election as provided for in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below. The Association shall continue the current use of staggered terms whereby X Directors shall be elected at the 2015 Annual Meeting and X Directors shall be elected at the 2016 Annual Meeting.

4.2 Qualifications. Each Director must be an Owner or the spouse of an Owner. In the case of a Lot owned by a corporation, any Officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible to be elected to the Board of Directors. No more than one (1) Director may serve on the Board for any Lot at any one time, regardless of the number of eligible persons. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association for more than ninety (90) days as of the closing of nominations is not eligible for board membership.

4.3 Nominations and Elections. At each annual meeting the members shall elect as many Directors as there are regular terms of Directors expiring. The Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of the Members. The Board also may establish such other Rules and Regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner. Directors shall be elected by a plurality of the votes cast. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving

written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the remaining Directors at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the term of the Director being replaced until the expiration of the term of the office being filled. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interest for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any Director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to personnel matters and proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or Special Assessments are to be considered shall specifically contain a statement that rules or Special Assessments will be considered and the nature of the rule or Assessments and shall be mailed, delivered or electronically transmitted and posted at least fourteen (14) days in advance. Notice may be given by electronic mail to those members who consent to receive notice by electronic mail.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice.

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained 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. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of Officers.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

4.13 The Presiding Officer. The President of the Association, or in the President's absence, the Vice-President, is the presiding Officer at all meetings of the Board. If neither Officer is present, the presiding Officer shall be selected by majority vote of the Directors present.

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The President or the Board of Directors may appoint from time to time such standing or temporary committees, as the President or the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific Lots are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to Lots may not vote by proxy or secret ballot. Members of a committee appointed by the Board of Directors may only be removed by the Board of Directors.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant Officers, persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

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

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

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

(E) 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.

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

(G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which Quail Creek is located, or have declared that area a "'disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

ARTICLE 5
OFFICERS.

5.1 Officers and Elections. The executive Officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom must be members and shall be elected annually by a majority vote of the Board of Directors. Any Officer

may be removed with or without cause at any meeting by vote of a majority of the Directors. Any Officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive Officer of the Association; shall preside at all meetings of the members and Directors; shall be *ex-officio* a member of all standing committees; 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. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board to some other Officer or agent of the Association.

5.3 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.

5.4 Secretary. The Secretary shall attend 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 recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper 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. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any Officer for services as an Officer of the Association. This provision does not preclude the Board of Directors from

employing Officers as employees of the Association.

ARTICLE 6
FISCAL MATTERS.

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

6.1 Depository. The Association shall maintain its funds at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. In order to optimize the return on invested funds, the Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar reasonable and sound investment vehicles as the Board deems appropriate, with private deposit insurance being acceptable.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Lot. Such accounts shall designate the name and mailing address of each Lot, the amount and due date of each Assessment or charge against the Lot, amounts paid, date of payment and the balance due.

6.3 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 at least fifteen (15) days prior to the beginning of that 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 end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board of Directors may establish in the budget one or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Any reserve account included in the Association's budget for the 2015 fiscal year shall be established and restricted by Chapter 720 and may be used, waived or reduced on a yearly basis according to Chapter 720, Florida Statutes. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments; Installments. The Regular Assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of the annual Assessment shall be sent to the Owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the

obligation to timely pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual Assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Lot's next due quarterly installment. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date, it shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law.

6.6 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. The total of all Special Assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests present in person or by proxy at a meeting of the members first consent. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which a Special Assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the Owners that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment.

6.7 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board of Directors, but shall in no event be less than the maximum funds that will be in the custody of the association or its management agent at any one time. The premiums on such bonds are a Common Expense.

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. 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.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by an Owner shall first be applied to interest, late fees, costs, attorney fees, other charges, fines and then to regular or Special Assessments.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

ARTICLE 7
RULES AND REGULATIONS; USE RESTRICTIONS.

The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Elements, the Lots and the operation of the Association, including but not to, rules concerning architectural and design criteria in the Board's discretion.

ARTICLE 8
COMPLIANCE AND DEFAULT; REMEDIES.

In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' Tenants or Guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the Governing Documents, or the Rules and Regulations, or who condone such violations by their Family members, Guests or Tenants. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law. The maximum fine for a continuing violation shall be $1,000.00. Fines shall be secured by a lien on the Owner's Lot. Suspensions of the use of Common Areas, facilities and common non-essential services (e.g. gate access barcodes, bulk cable tv and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) a statement of the date, time and place of the hearing;

(2) a short and plain statement of the specific facts giving rise to the alleged violation(s); and

(3) the possible amounts of any proposed fine and/or possible use rights of Common Areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions 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 to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be serving as Directors or Officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or

suspensions, the Board of Directors shall levy the same.

8.2 Suspensions and Fines without Hearing. The foregoing notwithstanding, as provided in 720.305(2)(b), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay Assessments or other charges when due.

8.3 Correction of Health and Safety Hazards. Any situation, condition or violation of the Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the member.

ARTICLE 9
AMENDMENT OF BYLAWS.

Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of a majority of the Voting Interests of the Association present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

9.3 Effective Date: An amendment shall become effective upon the recording of a copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE 10
MISCELLANEOUS.

10.1 Gender; Number. 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.

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

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

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Prepared by and return to:
Steven J. Adamczyk, Esq.
GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC
6609 Willow Park Drive, Second Floor
Naples, Florida 34109
(239) 331-5100

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF SATURNIA LAKES HOMEOWNERS ASSOCIATION, INC.

(the "Bylaws")

I HEREBY CERTIFY that the following amendments to the Amended and Restated Bylaws of Saturnia Lakes Homeowners Association, Inc. were duly adopted by the Association's membership at a duly noticed Annual Meeting of the Members held on March 19, 2019. Said amendments were approved by a proper percentage of voting interests of the membership.

The original Bylaws, as well as the Declaration of Covenants, Restrictions and Easements for Saturnia Lakes Homeowners Association, Inc., are recorded at Official Book 2826, Page 0617, *et. seq.*, of the Public Records of Collier County, Florida.

The Amended and Restated Bylaws, as well as the Amended and Restated Declaration of Covenants, Restrictions and Easements for Saturnia Lakes Homeowners Association, Inc., including the legal description of the Collier County, Florida real property subject to this amendment, are recorded at Official Book 5113, Page 1829, *et. seq.*, of the Public Records of Collier County, Florida.

Additions are underlined.
Deletions are ~~stricken through~~.

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1. Section 4.4 of the Amended and Restated Bylaws is amended as follows:

4.4 Resignations; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason other than removal ("recall") by the members pursuant to Section 720.303(10), Florida Statutes, as amended from time to time, the members shall elect a successor pursuant to the election procedure in Section 4.3 above. ~~a successor shall be appointed by the remaining Directors at a special meeting of the Board of Directors of the Association.~~ The successor so ~~appointed~~ elected shall fill the remaining unexpired term of the Director being replaced ~~until the expiration of the term of the office being filled~~. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting 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 Florida law.

If the members remove a majority or more of the Board, the members shall elect successors in the manner set forth in Section 720.303(10), Florida Statutes, as amended from time to time, in which the case the successors shall serve for the remaining unexpired terms of the Directors who were removed.

If the members remove less than a majority of the Board, then pursuant to Rule 61B-81.003, Florida Administrative Code, the Board may appoint successor(s) to serve until the next annual meeting, at which time the members will elect replacement Director(s). However, if the Board determines not to fill vacancies or if it is unable to fill vacancies (for example, if there is a tie vote on the Board, a quorum of the Board cannot be obtained, or otherwise), the Board may hold the vacant seat(s) open for election by the members, in which case the successor(s) shall be elected for the remaining unexpired terms of the seat(s) being filled.

2. A new Section 4.17 of the Amended and Restated Bylaws is created to read as follows:

4.17 Terms of Contracts. The Board shall not cause the Association to enter into a contract with an initial or renewal term in excess of 3 years without obtaining approval from a majority of the voting interests. This limitation shall not apply to any existing contract with the Association, but shall apply to any renewal of an existing contract.

WITNESSES:

Signature of First Witness

Lisa Dobyanski
Print Name of First Witness

Signature of Second Witness

Diane Martinez
Print Name of Second Witness

SATURNIA LAKES HOMEOWNERS ASSOCIATION, INC.
A Florida not for profit corporation

By: **James Lepp, its President**
Title: **President**

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgements, personally appeared **James Lepp, as President of Saturnia Lakes Homeowners Association, Inc.**, who is [✓] personally known to me or [ ] has produced his Driver's License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of August, 2020.

(NOTARY STAMP/SEAL)

ROSE SANTAFEMIA
MY COMMISSION # HH 035505
EXPIRES: November 8, 2024
Bonded Thru Notary Public Underwriters

Rose Santafemia (Seal)
Notary Public, State of Florida
Print Name: Rose Santafemia
My commission expires: 11-8-2024

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CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $18.50

Prepared by and return to:
Steven J. Adamczyk, Esq.
Varnum LLP
999 Vanderbilt Beach Road, Suite 210
Naples, Florida 34108

CERTIFICATE OF AMENDMENT

I HEREBY CERTIFY that the following amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Saturnia Lakes was duly adopted by the Association membership at a duly noticed Special Members' Meeting of the Association on the 19th day of October, 2021. Said amendment was approved by a proper percentage of voting interests in the Association.

The original Declaration of Covenants, Restrictions and Easements for Saturnia Lakes and the legal description of the Collier County, Florida real property subject to the Declaration and the Amended and Restated Declaration was recorded at Official Records Book 2826 Page 0617 of the Public Records of Collier County, Florida.

The Amended and Restated Declaration of Covenants, Restrictions and Easements for Saturnia Lakes being further amendment is recorded on January 21, 2015 at Official Records Book 5113 Page 1829 of the Public Records of Collier County, Florida.

Dated this 27 day of October 2021.

WITNESSES:

Witness
Gerald Kelly
Printed Name of Witness

Witness
Susan M. Kelly
Printed Name of Witness

SATURNIA LAKES HOMEOWNER'S ASSOCIATION, INC.

By: _____
James Lepp, its President

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me, an officer duly authorized to take acknowledgements, James Lepp, as President of Saturnia Lakes Homeowners Association, Inc., to me personally known or identified by a drivers' license and who did take an oath, on this October 27, 2021.

ROSE SANTAFEMIA
MY COMMISSION # HH 035505
EXPIRES: November 8, 2024
Bonded Thru Notary Public Underwriters

_____ Notary Public
Rose Santafemia
Printed Name of Notary

AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SATURNIA LAKES

Additions are underlined.
Deletions are ~~stricken through~~.

1. Article 3, Section 3.13 of the Declaration is hereby amended as follows:

3.13 Resale Capital Assessment. The Association shall levy a resale capital Assessment upon the transferee of a conveyance of any Lot owned by a Member to be used by the Association for any lawful purpose. The amount of the resale capital Assessment shall be Two Thousand Dollars ($2,000.00) ~~One Thousand Dollars ($1,000.00)~~. The due date shall be the date of the closing of the conveyance. The resale capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. For the purposes of this section, the term "conveyance" shall mean the nonexempt transfer of record legal title to a Lot by deed or other authorized means of conveyance for or without valuable consideration and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the resale capital Assessment:

(A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Lot being conveyed in the Association immediately prior to such conveyance;

(B) a conveyance to the Member's estate, surviving spouse, or other heirs resulting from the death of a Member;

(C) a conveyance by a Member to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Member or by such Member and the Member's spouse and/or children for estate planning or tax purposes;

(D) a conveyance to the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.