

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK HARBOUR**

THIS CERTIFICATE is made to reflect and document an Amendment to the Declaration of Covenants, Conditions and Restrictions of **OAK HARBOUR**. The Declaration of Covenants, Conditions and Restrictions of **OAK HARBOUR** have been recorded in the Public Records of Charlotte County as follows:

	<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a.	Declaration of Oak Harbour Community Association, Inc. December 29, 2005	2878/204 et, seq.
b.	Amended and Restated Declaration of Covenants and Restrictions Oak Harbour December 8, 2014	3924/573 et, seq.
c.	Certificate of First Amendment to Declaration of Oak Harbour Community Association, Inc. April 11, 2022	4961/2162 et. seq.

The undersigned officers of the Board of Directors of **OAK HARBOUR COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Covenants, Conditions and Restrictions of **OAK HARBOUR** is hereby amended in accordance with **Exhibit "1"** attached hereto and entitled Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for **OAK HARBOUR**.

2. This Amendment of the Declaration of Covenants, Conditions and Restrictions of **OAK HARBOUR** was proposed by duly adopted resolution, and approved by a vote required to approve same.

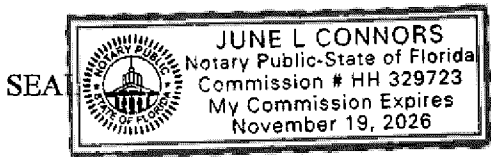
Executed this 18 day of November, 2024, at Punta Gorda, Florida.

OAK HARBOUR COMMUNITY ASSOCIATION

By: Pamela J Brown
Name: **PAM BROWN**
Its: President

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 18 day of November, 2024, by **PAM BROWN**, who is personally known to me or produced _____ as identification.



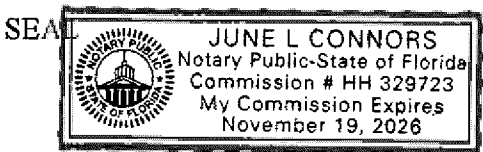
June L Connors
NOTARY PUBLIC
June L Connors
Printed name of notary

ATTEST:

By: [Signature]
Name: **JOSEPH MASTROIANNI**
Its: Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 18 day of November, 2024, by **JOSEPH MASTROIANNI**, who is personally known to me or produced _____ as identification.



June L Connors
NOTARY PUBLIC
June L Connors
Printed name of notary

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OAK HARBOUR**

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NOTICE: As provided in Section 15.12 of this Amended and Restated Declaration, each Homeowner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAK HARBOUR (“Declaration as defined hereinafter) is made Oak Harbour Community Association, Inc., a Franchise Corporation.

WITNESSTH:

WHEREAS, Declarant was the developer of that certain community commonly known as Oak Harbour as created pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Oak Harbour as recorded on December 29, 2005, in Official Records Book 2878, Page 204, public records of Charlotte County, Florida (“Original Declaration”); and

WHEREAS, recorded an Amended and Restated Declaration of Covenants and Restrictions for Oak Harbour on December 8, 2014, of Official Records Book 3924, Page 575, Public Records of Charlotte Country, Florida, (the “Amended Declaration”); and

WHEREAS, Association desires to amend and restate the Amended Declaration, as set forth hereinafter; and

WHEREAS, Oak Harbour Community Association, Inc., has been assigned for the purpose of exercising the functions aforesaid within the Community;

NOW, THEREFORE, the foregoing recitals are hereby incorporated as if fully set forth hereinafter, and in consideration of the foregoing, Association hereby amends and restates the Amended Declaration and to include as exhibits hereto certain revised exhibits, as follows:

Article 1: Definitions and Construction

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

1.1 “ARC” means the Architectural Review Committee of the Association, as established pursuant to this Declaration.

1.2 “ARC Guidelines” means the guidelines for development and/or renovation of the Lots contained or to be contained in the Community. A copy of the initial ARC Guidelines for the Community is contained in Exhibit E attached hereto and made a part hereof. Any amendments or modifications to the original ARC Guidelines shall not be recorded in the public records of the County. Wherever in this Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions.

1.3 “Act” means Chapter 720, Florida Statutes, as existing on the date of recordation of this Declaration.

1.4 “Articles of Incorporation” or “Articles” means the Amended and Restated Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Amended and Restated Articles of Incorporation as filed with the Florida Department of State is attached as Exhibit B hereto. Any future amendments to the Amended and Restated Articles of Incorporation need not be recorded in the public records of the County.

1.5 “Assessment” means a General Assessment Special Assessment or Specific Assessment levied by the Association against a Lot from time to time.

1.6 “Association” means Oak Harbour Community Association, Inc., a Florida corporation not for profit, organized under Chapter 617, Florida Statutes, and the Act.

1.7 “Authorized User” means the tenants, guests and invitees of a Homeowner and all occupants of a Home and Lot other than the Homeowner(s).

1.8 “Benefited Parties” means the Association and the Homeowners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Homeowners, but excluding the general public.

1.9 “Board” means the Association's board of directors.

1.1.0 “By-Laws” means the By Laws of the Association as may be amended from time to time. A copy of the original By Laws is attached as Exhibit C hereto. Any future amendments to the original By-Laws need not be recorded in the public records of the County.

1.11 “Common Expenses” means all expenses properly incurred by the Association in the performance of its duties pursuant to this Declaration, the Articles, the By-Laws or any rules promulgated thereunder, or any agreement properly entered into by the Association, including, but not limited to, (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs); (b) the expenses of obtaining, repairing or replacing personal property owned by the Association; (c) the expenses incurred in the administration and management of the Association; and (d) the expenses declared to be Common Expenses pursuant to this Declaration or the Articles or the By-Laws.

1.12 “Common Property” or “Common Properties” mean any portion or portions of the Property now or hereafter owned by the Association or designated herein or on the plat of the Property as recorded in Plat Book Page 2, public records of the County, as from time to time may be amended (“Plat”), as either Common Property or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement). “Common Property” shall also include, but shall not be limited to, (a) any landscaping in any median or cul-de-sac island located in any right-of-way as shown on the Plat (whether or not these areas are indicated as common areas), (b) any lake areas for which the Association has maintenance responsibility and for which the costs thereof shall be shared by the Homeowners and certain owners of adjacent real property pursuant to separate agreement, (c) all portions of the “Surface Water Drainage and Management System” (as defined in Article 10 hereof) which serves the Community, (d) any property designated by Declarant as Common Property elsewhere in this Declaration or in any amendment or supplement to this Declaration, and (e) utility easements or tracts for corresponding sewer or potable water.

1.13 “Community” means the subdivision development project known as Oak Harbour.

1.14 “Community Wide Standards” means the standards of conduct, maintenance or other activity generally prevailing throughout the Property. Such standards may be more specifically determined by the Association. Community Wide Standards shall be set forth in this Declaration and/or as a part of the Rules and Regulations.

1.15 “County” means Charlotte County, Florida.

- 1.16 “Declaration” means this instrument, as may be amended from time to time.
- 1.17 “Declarant” means KB Home Fort Myers LLC, a Delaware limited liability company, authorized to do business in Florida.
- 1.18 “Family” means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than 3 persons not all so related, together with domestic servants if any, maintaining a common household in a Home.
- 1.19 “First Mortgage” means a valid Mortgage (as defined hereinafter) having priority over all other mortgages on the same property.
- 1.20 “First Mortgagee” means the holder of a recorded First Mortgage encumbering a Lot and the Home thereon, if any.
- 1.21 “Governing Documents” means collectively this Declaration, the Articles, the By-Laws, any rules and regulations of the Association, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Association.
- 1.22 “Governmental Entities” means collectively the agencies of the local, state or federal government having jurisdiction over all or a portion of the Property, including, but limited to, the County and the WMD.
- 1.23 “Home” means any residential dwelling that has been completed and a certificate of occupancy has been issued, and which has been conveyed to a Person and is to be used by one Family.
- 1.24 “Homeowner” means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally.
- 1.25 “Lot” means each numbered lot as established by the recorded Plat of the Property.
- 1.26 “Member” means a member of the Association.
- 1.27 “Mortgage” means any valid instrument transferring any interest in real property as security for the performance of an obligation.
- 1.28 “Person” means any natural person or artificial entity having legal capacity.
- 1.29 “Property” means the real property described in Article II of this Declaration.
- 1.30 “Resident” means a permanent occupant of a Home who is not a Homeowner, but occupies pursuant to a lease or other formalized arrangement with such Homeowner pursuant to the terms of this Declaration, including all approvals required therein.
- 1.31 “Rules and Regulations” means the rules and regulations adopted by the Board, as same may be amended from time to time.
- 1.32 [INTENTIONALLY DELETED]
- 1.33 “WMD” means the Southwest Florida Water Management District.

1.34 “WMD Permit” means the permit(s) issued from time to time with regard to the Community. The current WMD Permit is attached hereto and incorporated herein as Exhibit D.

The term “Article” and the term “Paragraph” where used throughout this Declaration shall mean the same, unless the context requires otherwise. The term “Section” where used throughout this Declaration shall refer to that portion of the Article indicated, unless the context requires otherwise.

All definitions contained in the Governing Documents other than this Declaration are hereby incorporated into this Declaration (most specifically the definitions contained in the exhibits to this Declaration).

Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms “including” or “include” is without limitation; (iv) the use of the term “Lot” includes any portion applicable to the context thereof, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights, unless the context otherwise dictates; and (v) the words “must,” “should,” and “will” have the same legal effect as the word shall. This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Article 2: Property Subject to this Declaration

2.1 Subject Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Charlotte County, State of Florida, and is more particularly described in the metes and bounds description attached hereto as Exhibit A and incorporated by reference as fully as if specifically repeated herein, and all of which real property shall hereinafter be referred to as “Property.”

Article 3: Property Rights; Common Property; Covenants, Easements and Restrictions

3.1 Appurtenances: Extension of Rights and Benefits.

3.1.1 The benefit of all rights and easements granted by this Declaration with regard to the Common Property constitute a permanent appurtenance to, and will pass with, the title to every portion of the Property enjoying such benefit. Whenever any such rights or easements are described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Homeowners and other Benefited Parties granted such benefit by this Article, unless this Article expressly grants such benefit to other Persons. In no event will the benefit of any such easement extend to the general public.

3.1.2 Every Homeowner shall automatically have the rights and easements of enjoyment vested in him under this Article extended to each of the applicable Benefited Parties, and to such other persons as may be permitted by the Association.

3.2 Utility Easements. The Declarant has previously identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property, and the Declarant granted to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the Plat (recorded or to be recorded) of the Property or such other instrument defining them, In addition to the above, Association hereby reserves unto itself and its successors and assigns an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of a two-way communication and monitored access control system. Such utilities, as well as Association, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purpose of said easements. Furthermore, the Association hereby grants to the Governmental Entities an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of certain utility services, as and to the extent applicable.

3.3 Common Properties.

3.3.1 All Common Property owned or leased by Association shall be held by the Association for the use and benefit of the Association, the Benefited Parties, and any other Persons authorized to use the Common Property or any portion thereof by the Association.

3.3.2 All Common Property shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (a) the terms of this Declaration, (b) the terms of any easement, restriction, reservation or limitation of record affecting the Common Property or contained in the deed or instrument conveying the Common Property to the Association, and (c) any rules and regulations adopted by the Association.

3.3.3 The rights and easements of the Benefited and, in general, the use of the Common Properties, shall be subject to the following:

- (a) The right of the Association to limit the use of the Common Properties.
- (b) The right of the Association to suspend the enjoyment rights of a Homeowner, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the Rules and Regulations or this Declaration.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Property owned by the Association to any governmental body, quasi-governmental body, public agency, authority or utility for purposes associated with such entities. No such dedication or transfer shall be effective unless the Members entitled to cast at least majority of the total votes agree. to such dedication or transfer.
- (d) The right of the Association to impose reasonable Rules and Regulations with respect to the use of the Common Properties in addition to those set forth herein.
- (e) The restrictions and conditions of any applicable zoning ordinance or development order or any other regulation, rule or statute.

3.3.4 The Association may restrict use of any portion of the Common Property when the nature of such property is not intended for the use of some of the Benefited Parties or may restrict the type of use or times of use in any way deemed appropriate by the Board. A non-exclusive easement and right for such use of the Common Property is hereby created in favor of all Benefited

Parties, appurtenant to the title to their portion of the Property, subject to any rules and regulations promulgated by the Association.

3.3.5 Additions, Alterations or Improvements. The Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time; provided, however, that the approval of a majority of the Members present in person or by proxy at a duly called meeting of the Association shall be required for any addition, alteration or improvement, or any purchase of personal property, for which the annual expense exceeds 10% of the annual budget in effect at the time the addition, alteration, improvement or purchase is contemplated by the Association. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Property, or any existing improvements or personal property associated therewith, or with respect to any property being conveyed to the Association. The cost and expense of any such additions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a Common Expense.

3.4 Lots. The following covenants, restrictions and easements are hereby imposed on each Lot in the Community.

3.4.1 General Restrictions. The following restrictive covenants are easements and covenants running with the land and are binding upon all Homeowners, Authorized Users, and other occupants and their respective successors and assigns.

(a) General Encroachment Easements: Right to Entry. Each Lot and the common Property are hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the use, construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including, but not limited to, driveways, walkways and roof structures which overhang and encroach upon the servient Lot or Common Property, if any, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant tenement; provided, however, that any such entry made for purposes of maintenance, restoration or repair shall be limited to daylight hours and shall only be made with the prior knowledge of the owner of the servient tenement. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time, and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

(b) No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Property or any part thereof, and 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 portion of the Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.

(c) Leasing. The Lease of a Lot is defined as occupancy of the Lot by any person other than the Lot Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Lot Owner wish to Lease his Lot, he shall furnish the Association with a copy of the proposed Lease and the name of the proposed lessee, as well as all proposed occupants. Any person occupying the Lot after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed Lease or proposed lessees or occupants. The Association shall give the Lot Owner written notice of its decision within said period. Failure to notify the Lot Owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All Leases shall be for a minimum period of twelve (12) consecutive months and no more than one (1) lease shall be permitted in any 12-month period. Leases may be renewed, subject to Board approval.

(d) Board Right of Approval. The Board of Directors shall have the authority to approve all Leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Lot as a tenant, Family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform Lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Lot, as a condition for approval.

(e) Tenant Conduct; Remedies. All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. Uniform Leases, addenda and all other Leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Association, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Association Documents"). The uniform Lease or addendum and other Leases shall further provide or be deemed to provide that any violation of the Association Documents shall constitute a material breach of the Lease and subject the tenant to eviction with fifteen (15) days' notice as well as any other remedy afforded by the Association Documents or Florida law. If a tenant fails to abide by the Association Documents, the Lot Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Association Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Lot Owner shall have the duty to bring his tenant's conduct into compliance with the Association Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Lot Owner fails to bring the conduct of the tenant into compliance with the Governing Documents, the Association shall have the

authority to act as agent of the Lot Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Governing Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Lot Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Lot Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses.

(f) Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a Lease or renewal or extension thereof, to require that a prospective lessee or Lot Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to Association Property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2023) as amended from time to time.

(g) Approval Process; Disapproval. Any Lot Owner intending to Lease his Lot shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the Lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed Leases within thirty (30) days of receipt of such information for approval and the completion of the tenant/occupant interview (if required), by sending written notification to the Lot Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of Lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the Lease agreement. If the Association disapproves a proposed Lease or renewal or extension, the Lot Owner shall receive a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a Lease application if any denial is based upon any of the following factors:

- (i) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;
- (ii) The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents;
- (iii) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his as a tenant, Lot Owner or occupant of a Lot;

- (iv) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;
- (v) All Assessments, fines and other Charges against the Lot and/or Lot Owner have not been paid in full.

(h) Liability. The liability of the Lot Owner under the Governing Documents shall continue notwithstanding the fact that he may have Leased or rented his interest in the Lot as provided herein.

(i) Association Fee. The Lot Owner or lessee seeking approval of a Lease of a Lot shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a Lease.

(j) Airbnb-Type Arrangements Not Permitted. No short-term Lot, home or room sharing arrangements provided or facilitated by Airbnb or its competitors is permitted.

(k) Insurance Obtained by Owners. By virtue of taking title to a Lot, a Homeowner agrees to carry blanket all risk casualty insurance on such Homeowners Lot and the Home and other improvements contained thereon. The insurance to be obtained by each and every Homeowner shall be in an amount sufficient to cover 100% of the replacement cost of any repair and/or reconstruction in the event of damage or destruction from any insured hazard. Each Homeowner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the Home and other improvements on such Homeowner's Lot, the Homeowner shall proceed promptly to repair and/or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are or may be approved in accordance with this Declaration. The Homeowner shall pay any costs of repair and/or reconstruction which are not covered by insurance proceeds. If the Home is totally destroyed, the Homeowner may decide not to rebuild and/or to reconstruct, in which case the Homeowner shall clear the Lot of all debris and return that Lot to substantially the natural state in which it existed prior to the beginning of construction of the original Home, and thereafter such Homeowner shall continue to maintain the Lot in a neat and attractive condition consistent with the terms, conditions and provisions of this Declaration.

3.4.2 Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the rules and regulations. of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times, and the entry may be only upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot may not be made without the consent of its Homeowner or occupant for any purpose, except pursuant to court order, other authority conferred by law or in the event of an emergency. Such consent will not be unreasonably withheld or delayed.

3.4.3 General Easements. In the event that any part of any Home or Lot encroaches or shall hereafter encroach upon any part of any other Lot or the Common Property, valid easements

for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Homeowner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Home or Lot of another Homeowner and if it occurred due to the willful conduct of any Homeowner.

3.4.4 Easement for Irrigation. The Association shall each have a perpetual, non-exclusive easement over, across, under and through each of the Lots and the Common Property for purposes of installing, maintaining, repairing, replacing and/or reconstructing all lines and facilities pertaining to the irrigation system for the Community, as and to the extent same shall be a part of the Association's obligations as pertaining to the Lots.

3.5 Ingress and Egress. Each Homeowner shall have a perpetual, unrestricted easement over, across and through the Common Property for the purpose of ingress to and egress from his lot, subject only to the right of the Association to impose reasonable and non-discriminatory rules and regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot.

3.6 Continuous Maintenance of Easements by Association. The Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the Surface Water Drainage and Management System. This obligation shall run with the land as do other provisions of this Declaration, and any Homeowner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 15.1 hereof, which result from such enforcement.

3.7 Dedications. Association hereby reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, to any governmental or quasi-governmental agency or private or public utility company. Association also shall have the right to direct the Association to likewise dedicate, grant or convey any Common Property, or any interest or easement in any Common Property, owned by the Association whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this provision shall not be subject to this Declaration, unless the instrument so dedicating, granting, or conveying such portion of the Property, interest or easement specifically provides that same shall remain subject to this Declaration.

3.8 Community Systems and Services. Association reserves for itself, its successors and assignees and the Association the exclusive and perpetual right to provide and operate, or to permit others to provide and operate, within the Property, such telecommunication systems (including, without limitation, cable television, satellite television, community intranet, internet, telephone and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation and/or provision thereof (collectively, the "Community Systems and Services") on a reasonably competitive basis, as Association, in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed to provide such services in the area where the Property is located, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. Association and/or the Association may receive, and shall be entitled to

retain, any rebate, credit, fee, and/or incentive relating to the installation, operation, and/or provision of any Community Systems and Services. Association and/or the Association may require that the Board enter into agreements for the provision of Community Systems and Services to all lots as part of the Common Expenses. If particular services or benefits are provided to particular Homeowners or Lots at their request, the benefited Homeowner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Assessment (the type of which shall depend upon the circumstances). No Homeowner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Article 4: Use Restrictions

4.1 General Applicability to the Property. All use and development of the Property shall conform to the provisions of this Declaration and any other restrictive covenants recorded against all or a portion of the Property, as may be amended from time to time. The Property shall be used only for residential and related purposes. The Association, acting through the Board, shall have standing and the power to enforce standards imposed by the Declaration, and each Homeowner, by virtue of taking title to a Lot, hereby agrees and consents, and shall be deemed to agree and consent, to the Association's powers under this Section 4.1.

4.2 [INTENTIONALLY DELETED]

4.3 On Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to 5 gallons of fuel may be stored upon a Lot and/or within the boundaries of the Home contained on a Lot for emergency purposes and/or operation of lawn mowers and similar tools or equipment. In addition to the foregoing, propane or natural gas tanks or fuel cells containing a seven (7) day supply of propane or natural gas or up to five hundred (500) gallons may be installed above or below ground upon receipt of a fire permit from the City of Punta Gorda Fire Marshal prior to installation. The tank and accompanying system must be installed and permitted by a licensed gas contractor with authorization from the City of Punta Gorda Fire Marshal. All tanks and systems must be installed in compliance with fire code standards NFPA 54 and NFPA 58, as same may be amended from time to time, in addition to those standards promulgated by the City of Punta Gorda. Notwithstanding the foregoing to the contrary, small propane tanks which are utilized directly and solely in connection with a barbecue grill shall be permitted on any Lot, subject to applicable fire code and safety regulations. All fuel tanks must be hidden from view.

4.4 Rules and Regulations. The Association, acting through its Board, shall have the authority to make and to enforce reasonable Rules and Regulations which provide standards governing the use of the Property, in addition to those contained herein.

4.5 Homeowners and Authorized Users Bound; Homeowner's Liability.

4.5.1 In General. Use restrictions shall be binding upon all Homeowners and Authorized Users of Lots and other portions of the Property. All provisions of the Governing Documents which govern the conduct of Homeowners and which provide for sanctions against Homeowners shall also apply to all Authorized Users. Every Homeowner shall cause his or her Authorized Users to comply with the Governing Documents, and shall be responsible for all violations and losses to

the Property caused by 'such Authorized Users, notwithstanding the fact that such Authorized Users are fully liable and may be sanctioned for any violation of the Governing Documents.

4.5.2 Right to Cure. Should any Homeowner do any of the following:

- (a) fail to perform its responsibilities as set forth herein or otherwise violate or breach the provisions of the Governing Documents; or
- (b) cause any damage to any improvement or to any portion of the Property or the Common Property; or
- (c) impede the Association from exercising its rights or performing its responsibilities hereunder, including obligations under any applicable permits; or
- (d) undertake unauthorized improvements or modifications to a Home, the Property or the Common Property; or
- (e) impede Association from proceeding with or completing its obligations under the Declarations.

The Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure such violations or breaches, including, but not limited to, by entering upon the Home and/or Lot and causing the violation or breach to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost of curing such violations or breaches, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Homeowner as a Specific Assessment.

4.5.3 Non-Monetary Defaults. In the event of a violation or breach by any Homeowner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Association shall notify the Homeowner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within a reasonable period of time after such written notice is sent to the Homeowner, the party entitled to enforce same may, at its option:

- (a) commence an action to enforce the performance on the part of the Homeowner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or violation or breach;
- (b) commence an action to recover damages; and/or
- (c) take any and all actions reasonably necessary to correct the all expenses incurred in connection with the violation or breach, or the commencement of any action against any Homeowner, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Homeowner as a Specific Assessment, and shall be immediately due and payable without further notice.

4.5.4 No Waiver. The failure to enforce any right provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

4.5.5 Rights Cumulative. All rights, remedies, and privileges granted to the Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or the ARC Guidelines, shall be deemed to be cumulative, and the exercise of any one or more of same shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have bylaw.

4.5.6 Enforcement by or Against Other Persons. In addition to the foregoing, this Declaration or the ARC Guidelines may be enforced by the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein or contained in the ARC Guidelines, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein or in the ARC Guidelines. The expense any litigation to enforce this Declaration or the ARC Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the ARC Guidelines.

4.6 Parking and Vehicular Restrictions.

4.6.1 Location of Parking.

(a) No vehicle shall be parked anywhere but on paved areas intended for that purpose (i.e., no street parking), it being the intent to limit and control on street parking for a more aesthetic streetscape and safer vehicle access. Notwithstanding the foregoing, the following exceptions shall exist:

(i) Guests and visitors of a Homeowner or Authorized User shall be permitted to park on the streets for no longer than 24 hours in any 30 consecutive day time period and then must park in the same fashion as is required for Homeowners and Authorized Users. While parking within the Property, guests and visitors shall follow all parking rules and regulations: and

(ii) the Board may grant temporary exceptions when it deems appropriate (for example, but not limited to, large parties, holidays, parade of homes, special events at a Home, and special events at a Lot).

(b) Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated for such purpose.

(c) A Homeowner shall not be permitted to install upon a Lot any parking area in addition to the existing driveway without the prior written consent of the ARC.

(d) Homeowners' automobiles shall be parked in the garage or driveway.

(e) No vehicle shall be permitted to park overnight within the Community which cannot be parked within the size of a private parking garage with the garage door closed.

4.6.2 [INTENTIONALLY DELETED]

4.6.3 Permitted and Prohibited Vehicles; Exceptions.

(a) The parking of personal vehicles and motorcycles are subject only to the restrictions found in Section 4.6.1 hereof and the restrictions set forth in Sections 4.6.3(c)-(e) hereof.

(b) Pick-up trucks and SUVs in excess of two hundred ninety inches (290") must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property, unless said pickup truck or SUV is the personal vehicle of the owner, tenant, guest or invitee or the property owner.

(c) Except as specifically herein to the contrary, vehicles, no matter their size or length, with a camper top, work racks and/or any other commercial appendages attached to it, which are not the personal vehicle of the owner, a tenant, guest or invitee must be stored so that same will not be visible from any street, and all vehicles, no matter the size, must be parked or stored in the driveway or garage and shall not block any part of the sidewalk.

(d) Commercial vehicles (as defined by Florida Statute 320.01(25)) must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property. Notwithstanding the foregoing, commercial vehicles shall be permitted to temporarily park on the exterior portions of a Lot or in the street for purposes of deliveries.

(e) Unregistered, derelict and/or inoperable vehicles or trailers of any kind must be parked or stored so that they will not be visible from any street and not be visible from any other Lot within the Property. For purposes of this subsection, derelict or inoperable vehicles, include, but are not limited to, vehicles with no current license plate, vehicles with no current registration, and vehicles incapable of self-propulsion.

(f) Recreational vehicles (including, without limitation, a camper, mobile home, and a motor home, no matter their size), all-terrain vehicles (ATVs or ATCs), dune buggies, scooters, go-carts, mini-motorcycles, boats and trailers of all types, must be parked or stored so that same will not be visible from any street and not visible from any other Lot within the Property. Notwithstanding anything to the contrary in this Declaration, a Homeowner may temporarily park a recreational vehicle on the driveway of that Homeowner's Lot for the purpose of loading, unloading and/or cleaning that recreational vehicle. No such recreational vehicle shall remain visibly parked and/or stored on that Homeowner's Lot for longer than 72 consecutive hours in any 7 consecutive day time period.

(g) Notwithstanding anything to the contrary in this Declaration, a Homeowner may temporarily park a boat on the driveway of that Homeowner's Lot, if the boat is on a boat trailer, for the purpose of loading, unloading and/or cleaning that boat. No such boat and/or boat trailer shall remain visibly parked and/or stored on that Homeowners lot for longer than 72 consecutive hours in any 7 consecutive day time period.

(h) Delivery vans, service vans and buses, no matter their size, must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property.

(i) Dune buggies, dirt bikes, mini-motorcycles, go-karts and all-terrain vehicles (ATVs), with the exception of side by sides, shall not be operated and/or used on any sidewalk, street or on any area of the Common Property. Golf carts, mopeds, motorcycles and "side by sides" are permitted to be driven only on paved roads by properly licensed drivers and must be registered, if required, in accordance with all local and/or state laws, ordinances and regulations. The operation of electric motorized bicycles, skateboards, hoverboards, and scooters are allowed on paved roads only. Operation by persons under the age of eighteen should be performed only under

the direct supervision of a parent or legal guardian unless said persons under the age of eighteen are otherwise of legal age to operate such vehicles under local motor vehicle laws.

(j) Notwithstanding the restrictions contained in this Section 4.6.3, all commercial and public service vehicles (including construction vehicles and vehicles owned by construction workers) present on and/or within the Property while performing work and/or services for or on behalf of Homeowners will be permitted on a temporary basis during the period of time that the work is being actually performed. However, no overnight parking of any of these vehicles shall be permitted.

4.6.4 Repairs. No repair, except for emergency repair, of vehicles shall be made within the Community, except within the closed confines of the garage of or pertaining to lot.

4.6.5 Gas or Electric Golf Carts. Golf carts (gas or electric) or any other cart-like vehicle (collectively, "Carts") which are used by the Association in the fulfillment of its duties in and for all or part of the Community (in which case such Carts shall be permitted upon the roadways and Common Properties of the Community). Each Homeowner, by virtue of taking title to a lot, understands and agrees, and shall be deemed to understand and agree, that private Carts shall only be permitted in the limited fashion prescribed by Section 4.6.3(i) and this Section 4.6.5.

4.6.6 Exemptions. In addition to any other exemptions from the provisions of this Section 4.6 stated otherwise, this Section does not apply to any vehicles utilized for maintenance operations of or by the Association.

4.6.7 Rules and Regulations related to this Section. The Association may, but shall not be obligated to, promulgate rules and regulations and clarify the provisions and objectives of this Section 4.6.

4.6.8 Garage Doors. All Homes shall be equipped with automatic garage doors.

4.6.9 Towing. In addition to all other enforcement tools available to the Association, in accordance with Section 715.07, Florida Statutes, the Association shall have the right and authority to tow violating vehicles at the vehicle owner's sole and absolute cost and expense.

4.7 Driveways. All driveways in the Community shall be paved and/or constructed of pavers and of stable and permanent construction. Unless prior written approval of the ARC is obtained, the driveway base shall be concrete or brick pavers. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior written approval of the ARC.

4.8 Traffic Regulation. To the extent permitted by the Governmental Entities, the Association may, but shall not be obligated to, employ individuals, enter into one or more agreements to enforce rules and regulations concerning operation of motorized vehicles, parking restrictions and to otherwise provide a more enjoyable environment, on the internal roads of the Community.

4.9 Animals and Pets.

4.9.1 Prohibited and Permitted Animals: Number of Animals. No animals, livestock, reptiles, pets or poultry of any kind may be kept in and/or on any Lot or brought onto the Property by any Homeowner and/or Authorized User other than domesticated dogs, domesticated cats, fish and/or caged birds, all of which are usually and commonly kept as household pets (collectively “pets”). The determination of what is or what may be obnoxious shall be determined by the Association in its sole discretion.

4.9.2 Prohibited Actions: Requirements:

- (a) No animal breeding or sales as a business shall be permitted in the Community.
- (b) No pet or animal shall be kept on the exterior of a Home, or upon a Lot or the Common Property, or left unattended in a yard or on a balcony, porch, patio or lanai.
- (c) All pets (including cats) shall be walked on a leash when outside of the physical boundaries of a Home, and no pet shall be permitted to be kept outside of the boundaries of a Home while such pet's Homeowner is away from the Home or overnight (meaning that no pet shall be permitted to sleep outside of the physical boundaries of a Home).
- (d) No pet shall be permitted to leave its excrement on any portion of the Property, and the Homeowner of such pet shall immediately remove the same.

4.9.3 Nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within seven (7) days of the giving of the notice.

4.9.4 [INTENTIONALLY DELETED]

4.9.5 Agreement of Homeowners. Each Homeowner, by virtue of taking title to a Lot, shall indemnify the Association and Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Homeowner having any pet upon any portion of any property subject to this Declaration.

4.9.6 Rules and Regulations. The Association shall have the power and right to promulgate rules and regulations in furtherance of the provisions of this Section, including, but not limited to, weight limitations, the number of pets and breeds of pets.

4.10 Nuisances; Obnoxious or Offensive Activity; Hazardous Materials.

4.10.1 No noxious or offensive activity shall be conducted upon any portion of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Community or its members.

4.10.2 No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment and/or discomfort to the Homeowners, Authorized Users or Benefited Parties, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive and/or unlawful use be made of any Lot, any portion of the Property and/or the Common Property, and all laws, ordinances, codes, rules and regulations of all applicable governmental bodies shall be observed.

4.10.3 The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside of any Home: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes, chemicals and/or gases; obnoxious odors; trash; debris; construction materials; dust, dirt or fly ash; fire or explosive hazards; vibration; or interference with normal television, radio, telephone and/or other telecommunication reception by other Homeowner.

4.11 Trash: Garbage Containers.

4.11.1 No portion of the Property shall be used or maintained as a dumping ground for rubbish.

4.11.2 Trash, garbage or other waste shall be maintained in sanitary containers and all trash containers shall be kept in a clean and sanitary condition. If provided by a service provider, containers to hold recycling and garbage shall be utilized by each Homeowner. If recycling and garbage containers are not provided by a service provider, the Association shall issue specifications for acceptable containers.

4.11.3 With regard to all Homes, all trash containers shall be stored in the garage of or pertaining to a Home or on the side of a Home provided said trash containers are covered or not visible from the street, and all trash containers shall be taken to curbside in front of the Home not more than 24 hours prior to the collection day and returned to their area of storage within 24 hours on the day which trash was collected.

4.12 Satellite Dishes. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home shall be permitted without any requirement for approval from the Board of Directors. Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of the Property except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations, provided same are not violative of federal law, concerning the size and location of, and safety restrictions pertaining to, the installation of such signal reception equipment. To the extent permitted by applicable law, satellite dishes shall be required to be hidden from view from adjacent lands through location and landscaping techniques.

Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted) on a Lot. The preceding sentence shall be deemed inapplicable to the Association, which, in its discretion and from time to time, shall have the power, right and ability to erect or install any satellite dish, aerial or antenna or any wireless networking devices and facilities for purposes of disseminating information to the Homeowners or for access control and monitoring purposes.

4.13 Energy Conservation Devices. The ARC must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Home or Lot. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable governmental regulations and/or ordinances. No solar energy collector panels or attendant

hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Home; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

4.14 Division of Lands: Prohibition Against Timesharing or Similar Uses. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. The Board may permit a division in ownership of any Lot intended for a single-family residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Lots. Any such division, boundary line change, or replating shall not be in violation of the applicable subdivision and zoning regulations.

No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program whereby the right to exclusive use of the Home and Lot rotates among multiple Homeowners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by a Homeowner who is not a natural person.

4.15 Firearms. The discharge of firearms within the Community is prohibited; provided, the Association, the Board, the Association's directors, officers, employees and agents shall not have any duty to become physically involved to stop any such discharge. The term "firearms includes handguns, rifles, shotguns, "B" guns, paintball guns, pellet guns, crossbows and other firearms of all types and weapons which expel a projectile. regardless of size or type.

4.16 Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property by any Person other than Declarant or the Association. No Person may install a pump or otherwise divert any waters from any lake located wholly or partially on, or which are adjacent to, the Property for purposes of irrigation or any other purpose.

4.17 Wells and Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and grants to the Association a perpetual easement across the Property for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with a Homeowner's use of a Lot.

4.18 Sewage Disposal: Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Property. Septic tanks are not permitted on any portion of the Property.

4.19 Temporary Structures. No structure of a temporary character, trailer, tent, shack, storage building, shed, stand-alone garage, barn or other outbuilding (a) shall be used on any portion of the Property at any time as a residence either temporarily or permanently, except that Association may place any type of temporary, structure on any portion of the Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Property for any other purpose without the prior written approval of the ARC.

4.20 Insurance Rates. No Homeowner shall permit or suffer anything to be done or kept in his Home or, where applicable, on his Lot which will increase the rate of insurance for, or result in the cancellation of insurance policies pertaining to, other Homeowners, the Association or Declarant.

4.21 Sight Distance at Intersections. All portions of the Property located at street intersections shall be landscaped in a manner so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem as the same is determined by the Board; provided, however, that the foregoing restriction shall in no manner be deemed applicable to walls which serve to border or exist along or directly adjacent to one or more Lots.

4.22 Utility Lines. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Property, except for (a) overhead transmission lines existing as of the date of original recording of this Declaration, and (b) temporary lines as required during construction and lines within the Property as the same may exist on the date hereof.

4.23 Wetlands, Lakes and Water Bodies. All lakes, ponds and streams within the Property, if any, shall be designated as aesthetic and drainage or irrigation amenities. No swimming, boating playing or use of personal flotation devices on all water bodies or lake within the Community shall be permitted, save and except for activities specifically permitted by the Rules and Regulations and the requirements of the WMD Permit.

4.24 Increase in the Size of Lots: Changes in Elevation. No Lot shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, except upon the prior written approval of the ARC. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots without the prior written approval of the ARC.

4.25 Signs.

4.25.1 In General. Except as otherwise specifically permitted hereunder, no sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and for sale or for lease signs, shall be erected within the Property without the written consent of the ARC and in accordance with the Community Wide Standard, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Association, its successor and assigns, and replacement of such signs. If permission is granted to any Homeowner to erect a sign within the Property, the ARC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Property be permitted within the Property. The ARC may promulgate

rules and regulations for signs which do not require prior ARC approval to be placed on a Lot No sign shall be nailed or otherwise attached to trees.

4.25.2 Homes for Sale: Signs Advertising Auctions. Homes which are for sale or lease may be shown by prior appointment only. No “For Sale” or realtor signs shall be permitted to be placed upon any Lot, within the windows of any Home, or upon the Common Property except as specifically approved by the ARC. In furtherance of the provisions of Section 4.48 hereof, no signs shall be permitted indicating that a Lot will be sold by means of a public or private auction, and reference should be made to such Section 4.48 with regard to the general prohibition against a Lot being offered for sale by public or private auction.

4.25.3 Prohibition Against Signs Advertising Homes for Rent or Lease: Limitation on “Open House” Signs. No “for rent,” “for lease” or like signs shall be permitted on any Lot, Home or the Common Property. “Open house” signs shall only be permitted to be placed on a Lot or Home, and open houses shall only be permitted within the Community, within normal and ordinary daylight hours. The size and number of “open house” signs shall be determined by the ARC from the time to time, and the ARC shall be permitted to impose differing requirements for different Lots, as the ARC may determine in its sole and absolute discretion. No “open house” signs shall be permitted to be placed on the Common Property.

4.25.4 Traffic Signs. The Association shall be responsible for the installation, maintenance, repair and/or replacement of all traffic signs within the Community. The Association, for aesthetic purposes, may not, and shall not be required to, fully utilize the Florida Department of Transportation standards for any or all traffic signs, unless otherwise so required by a governmental entity.

4.25.5 Declarant Exemption: Amendment to Provisions Concerning Signs. The Association is specifically exempt from the provisions of this Section 4.25, and as such shall be entitled to erect such signs as it deems necessary or desirable in the Association’s sole discretion from time to time. No amendment or modification to this overall Section pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

4.25.6 Flag Display. In accordance with the Act, a Homeowner may (i) erect a freestanding flagpole no more than 20 feet high as long as such flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement, and (ii) may display one official United States flag, not larger than 4 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag (such additional flag must be equal in size to or smaller than the United States flag). The flagpole and flag display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the Governmental Entities (to the extent applicable) and all setback and locational criteria contained in the Declaration.

4.25.7 Security Sign Display. Any Homeowner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the Home. The Association may promulgate rules and regulations in furtherance of this Section; provided, however, that no such rules or regulations will inhibit the rights of a Member pursuant to Section 720.304(6) of the Act.

4.26 Pools; Screens and Screened Enclosures.

4.26.1 Pools. A Homeowner may apply to the ARC for approval for installation of a pool in accordance with all applicable governmental regulations.

(a) Above-Ground Pools. No above-ground pools or Roman spas shall be erected, constructed or installed on any Lot, except that above ground pools which are integrated within the construction of or are attached to a building or decking around the building may be permitted subject to the discretion of the ARC.

(b) In-Ground Pools. All in-ground pools shall be contained within a screened enclosure or otherwise shall be enclosed in accordance with applicable law.

(c) Pool Equipment. All pool equipment shall be shielded from view.

4.26.2 Spa. A Homeowner may apply to the ARC for approval for installation of a spa in accordance with all applicable governmental regulations, including setback requirements.

4.26.3 Screened Enclosures.

(a) The use of standard cage screen enclosures may be restricted on lots and Homes abutting or facing certain portions of the Property, as shall be determined by the ARC.

(b) Any screened enclosures shall be integrated within the principal structure, shall be constructed in accordance with applicable Governmental Entity building code provisions, and shall be subject to construction, design and appearance approval by the ARC, which may vary by Neighborhood. The ARC may, but shall not be obligated to, approve an alternate fence structure on a Lot in lieu of a screened enclosure, subject to applicable provisions of the ARC Guidelines and applicable Governmental Entity building code provisions: the ARC shall be permitted to approve or disapprove any such alternative fence structure in its sole discretion.

(c) All screened pool enclosures shall be of a color approved by the ARC, but no mill finish aluminum is permitted.

4.26.4 Screening of Lanais. No lanai may be enclosed by screening except for those located on the first floor of a Home; provided, however, that any screened enclosure which encompasses a pool and deck area may serve to permissibly enclose lanai and balcony areas located above the first floor of a Home.

4.26.5 [INTENTIONALLY DELETED]

4.27 Air Conditioning Units. No window air conditioning units may be installed on or in any Home except in connection with a temporary structure operated by Declarant or the Association. All air conditioning units shall be screened from view of the street and adjacent Homes and Lots.

4.28 Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between October 1 and January 10 only, all exterior lights must be approved by the ARC prior to installation.

4.29 Artificial Vegetation, Ornamentation, Sculptures, Statuaries and Similar Items.

4.29.1 All artificial vegetation must be approved by the ARC prior to installation.

4.29.2 Ornaments, sculptures, statuary, lawn decorations and similar items of any size or type, including, but not limited to, bird feeders, statues, fountains, gazing balls, gnomes, planters and signs, may not be installed on a Lot without first obtaining the approval of the ARC. To implement this requirement, the ARC may adopt and amend, from time to time, standards for such ornaments, statuary, and/or lawn decorations as part of the ARC Guidelines.

4.30 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to 5 gallons of fuel may be stored upon a Lot and/or within the boundaries of the Home contained on a Lot for emergency purposes and/or operation of lawn mowers and similar tools or equipment. In addition to the foregoing, propane or natural gas tanks or fuel cells containing a seven (7) day supply of propane or natural gas or up to five hundred (500) gallons may be installed above or below ground upon receipt of a fire permit from the City of Punta Gorda Fire Marshal prior to installation. The tank and accompanying system must be installed and permitted by a licensed gas contractor with authorization from the City of Punta Gorda Fire Marshal. All tanks and systems must be installed in compliance with fire code standards NFPA 54 and NFPA 58, as same may be amended from time to time, in addition to those standards promulgated by the City of Punta Gorda. Notwithstanding the foregoing to the contrary, small propane tanks which are utilized directly and solely in connection with a barbecue grill shall be permitted on any Lot, subject to applicable fire code and safety regulations. All fuel tanks must be hidden from view.

4.31 Window Treatments.

4.31.1 Any window treatments of any kind that are visible from the exterior of a Home shall be compatible with the exterior design and color of such Home.

4.31.2 The following shall not be used as window treatments and/or window coverings: sheets, towels, flags, aluminum foil and/or any material not specifically designed to be a window treatment, which shall be determined by the ARC in its respective sole and absolute discretion.

4.31.3 Notwithstanding any provision to the contrary, reflective window coverings are prohibited within the Community.

4.31.4 No awnings, canopies or shutters shall be permanently installed on the exterior of any Home unless approved by the ARC prior to installation.

4.32 Completion of Work. Upon commencement of any Work, the Homeowner of a Lot shall diligently prosecute the Work to the end so that all work shall be completed as expeditiously as is reasonable, but in no event shall last longer than 12 consecutive months. If an unforeseen event occurs that would prevent such Work from being completed in that 12 month. time period, the Homeowner of such Lot shall apply to the ARC for an extension of time to complete the Work. The Homeowner of such Lot shall provide the ARC with a good faith estimate of the required to complete the Work, but the length of any extension shall be in the sole discretion of the ARC. There shall be no more than 2 extensions for each approved Work project. If the Work remains incomplete after the second extension, the Association shall have all available rights and remedies under Florida law or the Governing Documents. The Homeowner of the Lot on which Work is being undertaken shall keep the streets, sidewalks, drainage structures and all areas adjacent to that Lot free from damage, dirt, mud, garbage, trash, refuse, building materials and/or other debris occasioned by commercial construction.

4.33 Hedges, Walls and Fences.

4.33.1 There shall be no hedge, shrubbery, fence and/or wall constructed, built, placed, planted, erected and/or installed on any Lot or other portion of the Property unless the height, location, design, color and component materials are first submitted to and approved in writing by the ARC in accordance with the ARC Guidelines and subject to the terms and conditions of Section 4.32 hereof.

4.33.2 Incidental to the approval of any hedge, fence or wall, the ARC may impose conditions and/or requirements applicable to such hedge, fence or wall, such as, but not necessarily limited to a requirement for a landscape buffer on the exterior side of such hedge, fence or wall.

4.33.3 In no event shall the ARC approve construction, placement and/or installation of any fence or wall between any street or boulevard and a straight line being the extensions of the farthest set back portion of the elevation (whether front, side or rear) of any Home facing such street or boulevard to the boundaries of the Lot.

4.33.4 Notwithstanding anything herein to the contrary, so long as any builders or contractors designated by Association maintain any staging, storage and/or parking areas within the Property they shall, be entitled to hedge, fence or wall off any such area for only the term of such use, provided that Association's written approval of each such hedge, fence or wall is obtained prior to construction, planting, placing and/or installation of the hedge, fence or wall.

4.33.5 Hedges, fences and walls constructed, planted, placed and/or installed by Association are exempt from compliance with this Section 4.33.

4.33.6 Notwithstanding anything to the contrary contained herein, construction of any fence or wall, which obstructs the surface, water flow in swales shall be strictly prohibited.

4.33.7 Association, in the course of creating the ARC Guidelines, shall be entitled to place restrictions on the installation of walls and fences on certain Lots based upon the Lot size and dimension.

4.33.8 Any fence, hedge or wall placed within any drainage easement area on the Lot shall be removed by the Association, and the costs of such removal shall be charged to the offending Homeowner and Lot as a Specific Assessment.

4.33.9 Invisible fences are permitted only in the rear and/or side yards. Invisible fences are permitted in a front yard only with the prior written approval of the ARC.

4.34 Use Indemnity. Every Homeowner agrees to indemnify, defer and hold harmless the Association, Declarant and their partners, shareholders, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any Common Property furnished by the Association, by the Homeowner and other Authorized Users.

4.35 Maintenance Easement. Every Lot is burdened with an easement permitting the Association to utilize portions of the Property abutting the Common Property to maintain portions of the Common Property, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Lot for its primary purpose and that such use by the Association will not damage improvements on the Lot.

4.36 Home Business Use. No trade or business may be conducted in or from any Lot, except that an Homeowner or occupant residing in a Home may conduct business activities within the Home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside of the Home; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

4.37 View Impairment. The Association does not guarantee or represent that any view over or across any body of water or the Common Property to and from the Lots shall be preserved without impairment. Neither the Association nor the Homeowners shall have an obligation to thin trees or other landscaping. The Association has the right, in their sole and absolute discretion, to add or withdraw trees and other landscaping and other improvements or changes to the Common Properties from time to time. Any such changes or additions may diminish, obstruct or impair any view from the Lots, and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

4.38 Wildlife. All Persons are hereby notified that from time-to-time alligators, snakes and other wildlife may inhabit or enter into or exit from water bodies or conservation areas within the Community and may pose a threat to persons, pets and property. No Person shall be permitted to disturb, feed or harm any wildlife residing in the Community.

4.39 Use of Common Property. There shall be no alteration, addition or improvement of any Common Property, except as provided in this Declaration, nor shall any Person use the Common Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association.

4.40 Mailboxes.

4.40.1 Mailboxes shall be constructed and located by Association in its sole discretion and in accordance with U.S. Postal Service requirements. In the event that a mailbox is not installed by Association before occupying a Home, the Homeowner thereof shall install or have installed a mailbox of such type, design and decoration, and in such location on the Lot as shall hereafter be designated by Association and/or approve by the ARC. No other mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines and/or similar material(s) shall be placed, located, constructed and/or installed on any Lot.

4.40.2 A perpetual, non-exclusive easement is hereby declared across the Common Property for purposes of permitting delivery of the mail.

4.40.3 No mailbox may be altered, changed, modified, repaired and/or replaced without the prior written approval of the ARC. Replacement and maintenance of mailboxes shall be the obligation of the Homeowner.

4.41 Extended Vacation or Absences. In the event a Home will not be occupied for an extended period of time, the Home and Lot must be prepared prior to departure by:

4.41.1 notifying the Association of such absence and the anticipation date of return;

4.41.2 removing all removable furniture, plants and other items of personal property from the exterior portions of the Lot; and

4.41.3 designating a person or entity to care for the Lot during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Home (the Homeowner is required to provide the Association with the name and telephone number of the designated person or entity).

The Association hereby disclaims any responsibility with regard to each unoccupied Home, and the Homeowner hereby acknowledges and agrees that the Association has no duty with regard to any unoccupied Home under this Section.

4.42 Storm and Hurricane Shutters.

4.42.1 No storm hurricane shutters or any similar protective covering for the windows or doors of a Home may be installed unless first approved in writing by the ARC, whether or not applicable provisions are contained in the ARC Guidelines. Accordion style storm shutters are not permitted on the front facade of any Home.

4.42.2 All hurricane shutters or similar protective window coverings shall be aesthetically pleasing or harmonious with the Governing Documents, Declarant's development plan, the architectural pattern of the Property and/or the architectural scheme of the Property.

4.42.3 Should severe storm weather occur the following shall apply to temporary measures that may be taken by any Homeowner or Resident:

(a) storm shutters, hurricane shutters, plywood, tape and/or similar protective window coverings of any type may be applied, installed and/or placed no sooner than 3 days before the arrival of a named storm based on the projected arrival time of that named storm by the National Weather Service and/or the National Hurricane Center; and

(b) all storm shutters, hurricane shutters, plywood, tape and/or similar protective window coverings of any type must be removed, taken down and/or taken off no later than 5 days after the specific named storm and/or threat of that named storm has passed the Property.

(c) notwithstanding the above, the Board of Directors may grant variances to the restrictions of this Section 4.42.3 upon written request of a Homeowner and good cause shown.

4.43 Garage Sales. No garage sales or other private sales of a similar nature shall be permitted at any time in the Community, it being the specific intention of Association to preserve

the distinct nature and character of the Community as developed, except that the Board of Directors may authorize up to two (2) community-wide garage sales per calendar year.

4.44 Sound Transmission. Each Homeowner, by acceptance of a deed or other conveyance of their Lot, hereby acknowledges and agrees that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Lots and Homes and/or mechanical equipment, adjacent businesses, or adjacent roadways or streets can be heard in another Home. Association does not make any representation or warranty as to the level of sound or impact noise transmission between and among Homes and the other portion of the Property, and each Homeowner hereby waives and expressly releases to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

4.45 Access Ramps. Any Homeowner may construct an access ramp on or to their Home if a resident or occupant of the Home has a medical necessity or disability that requires a ramp for egress and ingress, under the following conditions:

4.45.1 The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

4.45.2 Plans for the ramp must be submitted in advance to the Association. The Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

4.45.3 The Homeowner must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Home requiring the access ramp. Certification as required under Section 320.0848, Florida Statutes, shall be sufficient to meet the affidavit requirement.

4.46 Basketball Goals. Basketball goals and accompanying or related structures or supports are not permitted for Lots, it being the stated intent to ensure a uniform and consistent exterior appearance with the Community, except that portable basketball stands are permitted.

4.47 Swing Sets and Playground Equipment. No swing set or playground equipment or other similar devices or items shall be placed on a Lot without the prior written consent of the ARC.

4.48 Prohibition Against Auctions. No Lot, or any personal property contained within or pertaining to a Lot or Home, shall be permitted to be sold by means of a public or private auction held on the Lot or upon any portion of the Community; provided, however, that the sale of a Lot, or any personal property contained within or pertaining to a Lot or Home, pursuant to court order (such as, but not necessarily limited to, an order of forced sale as a result of foreclosure, bankruptcy or seizure) shall be exempt from the prohibitions of this Section 4.48.

4.49 Clothes Drying Area. No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless that area is fully screened from view by fencing and/or landscaping, except to the extent required to be permitted by applicable law. No drying or hanging area for laundry shall be permitted to be visible from the streets or from any other Lot within the Property.

4.50 Hazardous Materials. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any portion of the Property except such as are required for normal household use, and same shall be kept within a Home or upon a Lot.

4.51 Exterior Equipment. All exterior water treatment systems, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other mechanical fixtures and equipment, all wood piles, and all exterior fuel tanks and other storage receptacles, shall be installed only within approved accessory buildings and/or screened areas so as not to be visible from any street and surrounding Lots, and same shall also comply with any additional standards established from time to time by the ARC and applicable law.

4.52 Garages. No Homeowner may in any way diminish and/or reduce the parking capacity for a garage located on that Homeowner's Lot. No Homeowner may convert and/or turn the garage located on that Homeowner's Lot into living space of any kind. No Homeowner may use, rent and/or lease the garage located on that Homeowners Lot as living space of any kind.

4.53 Tree Removal and Landscaping. Except by Association, existing trees measuring four inches (4") or more in diameter at three feet (3") or more above ground level shall not be cut and/or removed without the prior written consent of the ARC. More restrictive arbor ordinances and/or environmental laws shall control in the event of any conflict with this Declaration. There shall be no removal of trees or clearing, other than clearing of underbrush, until the ARC has approved in writing a landscape plan that designates those existing trees to be retained and preserved on the Lot prior to occupancy of the Home, all of the grounds of each Lot not covered by building improvements shall be completely sodded or covered with grass ground cover that has first been submitted to and approved by the ARC.

4.54 Pumping or Draining. No Homeowner of any Lot which includes, abuts, borders, and/or is adjacent to any pond, retention pond, detention pond, drainage facility, creek, river, lake, bay head, or other body of water shall pump and/or drain any water therefrom.

4.55 Oil, Gas and Minerals. No oil, gas or mineral drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall Oil, gas or mineral equipment, wells, tunnels, excavations or shafts be permitted upon or in the Property. The operations and activities of the Association in operating, maintaining, repairing and replacing the Surface Water Drainage and Management system and/or any portion of the Property are exempt from the provisions of this Section 4.55.

4.56 Security Bars. No security bar system may be installed on the interior and/or exterior of any window or door of any Home unless first approved in writing by the ARC, whether or not applicable provisions are contained in the ARC Guidelines.

4.57 Holiday Displays. Homeowners shall be permitted to display religious and/or holiday signs, symbols and decorations on their Lots of the kinds normally displayed inside or outside of residences located in a single-family residential community. However, in addition to the provisions of Section 4.28 hereof, the Association may adopt reasonable time, place and manner restrictions, including, but not limited to, design criteria and length of time that the display is visible, for the purpose of minimizing damage, preventing an unsightly appearance and/or minimizing disturbance to other Homeowners, Authorized Users and/or Residents.

4.58 Rules and Regulations. The Board of Directors may from time to time adopt, or amend previously adopted, Rules and Regulations governing (i) the interpretation, and more detailed implementation of the restrictions set forth in this Declaration, including those which would guide the ARC in the uniform enforcement of the foregoing general restrictions, and (ii) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such rules, and regulations shall be furnished to each Homeowner prior to the time same becoming effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions of this Declaration.

4.59 Provisions Inoperative as to Initial Construction; Exemptions for Specified Parties. Nothing contained in this Declaration will be interpreted, construed or applied to prevent the Association, or its or their contractors, subcontractors, agents, and employees (collectively, "Specified Parties"), from doing or performing on all or any part of the Property owned or controlled by Association whatever is determined to be reasonably necessary or convenient to benefit the Community. However, any and all work described herein and proposed to be performed must be performed in accordance with the provisions of the ARC Guidelines.

4.60 Access by Association. The officers, employees or designate agents of the Association have a right of entry onto each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of this Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into the interior of any Home may not be made for any purpose without the consent of its Homeowner or occupant, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

Article 5: Membership and Voting Rights

5.1 Membership. Every Homeowner of a Lot that is subject to assessment under Article 8 of this Declaration shall become a Member upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person is a Member. A Homeowner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Homeowner may be a Member, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

5.2 [INTENTIONALLY DELETED]

5.3 Co-Ownership. If more than one person owns an interest in any Lot, all such persons re Members, but there may be only one vote cast with respect to such Lot Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until

rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Article 6: Rights and Obligations of the Association

6.1 Association. The Association shall govern, make Rules and Regulations, and control and manage the Lots and Common Properties located on the Property pursuant to the terms and provisions of this Declaration and the Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the Association as differentiated from being billed to the Homeowner and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein, as follows:

6.1.1 Notwithstanding the foregoing, the Association may, but is not obligated to, employ community access or patrol services or personnel. If community access or patrol services or personnel are employed by the Association, the Board shall determine, in its sole discretion, the Schedule and cost of expense of such access or patrol services or personnel.

6.2 The Association may, but shall not be obligated to, maintain or support certain activities within the Property and the Community designed to make the Property and the Community more secure than they otherwise might be. The Association shall not in any way be considered insurers or guarantors of security or safety within the Property. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security or safety measures undertaken. All Homeowners and occupants of any Home or Lot, Residents, Authorized Users, tenants, guests and invitees of any Homeowner or Authorized User, as applicable, acknowledge the Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other security system designated by or installed according to guidelines established by the ARC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that fire protection or electronic monitoring systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Homeowner and occupant of any Home, and each Resident, Authorized User, tenant, guest and invitee of a Homeowner, a applicable, acknowledges and understands that each Homeowner and occupant of any Home and each Authorized User, tenant, guest and invitee of any Homeowner assumes all risks for loss or damage to persons, to Lots and Homes and to the contents of Homes and further acknowledges that the Association have made no representations or warranties nor has any Homeowner, Authorized User, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other security systems recommended or installed or any security measures undertaken within the Property and the Community.

6.2.1 The Association shall maintain the Common Properties and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair. Should real property ad valorem taxes or governmental liens as to any Common Properties be assessed against the billed Lots, the Board shall have the right to determine, in its sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Association shall be levied as a Special Assessment pursuant to Article 8 of this Declaration.

6.2.2 The Association shall maintain any and all landscaping islands and all landscaping and/signage located, placed, installed or erected thereon, if any.

6.2.3 In the event the Association in the future acquires any Common Properties, the Association shall obtain, maintain and pay the premiums for the hazard insurance (if and to the extent required or otherwise determined to be applicable and necessary), flood insurance, liability insurance and fidelity bond coverage as set forth below and as consistent with state and local insurance laws, and such other types of insurance as the Board may deem advisable:

(a) Hazard insurance covering all Common Properties, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of communities; including those covered by the standard "all risk" endorsement. The policy shall cover 100% of the current replacement cost of all covered facilities and shall include the following endorsements: agreed amount and inflation guard (if available); and construction code (if the local construction code requires changes to undamaged portions of buildings even when only part of the Property is destroyed by an insured hazard).

(b) Flood insurance covering the Common Property buildings and any other common personal property if any part of the Community is in a special flood hazard area as defined by the Federal Emergency Management Agency. The amount of flood insurance shall be for not less than the lesser of (i) 100% of the current replacement cost of all buildings and insurable property within the flood hazard area, or (ii) the maximum coverage available for the Property under the National Flood Insurance Program.

(c) Comprehensive general liability insurance covering all Common Properties and any other areas under the Association's supervision, including public ways and commercial spaces owned by the Association. The policy must provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The policy must cover bodily injury and property damage resulting from the operation, maintenance or use of the Common Properties and other areas under the Association's control and any legal liability resulting from law suits related to employment contracts to which the Association is a party. The policy must provide for at least 10 days' written notice by the insurer to the Association prior to cancellation or substantial modification.

(d) Fidelity bond coverage for any person (including a management agent) who either handles or is responsible for funds held or administered by the Association, whether or not such persons are compensated for such services. The bond shall name the Association as an obligee and shall cover the greater of (i) the maximum funds that will be in the custody of the Association or

its management agent while the bond is in force, and (ii) the sum of 3 months' General Assessments on all Lots (including reserves, if any). The bond shall provide for 10 days' written notice to the Association and all servicers of FNMA-owned mortgages in the Property prior to cancellation of or substantial modification to the bond.

6.2.4 The Association shall care for and maintain any entryway walls and signage intended for and/or identifying the Property and shall maintain any landscaping located within the Common Property, road right-of-way or any landscaping easement which is owned by or runs in favor of the Association, which maintenance activities may, but not necessarily will, include without limitation any of the following: replacement and/or replanting of existing landscaping, excavation, construction of berms, and installation, maintenance and repair of irrigation facilities.

6.2.5 The Association shall care for and maintain any lakes and associated drainage facilities located wholly on the Property. The Association shall have the power to contract with any other entity to share the expense of maintaining any lake and associated drainage facilities which is not located wholly on the Property but which is contiguous to any portion of the Property, and such contractual obligations shall be a valid expense of the Association.

The foregoing constitutes the basic and general expenses of the Association, and said expenses are to be paid by Members as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through the Board, to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such Assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation. The Board shall have the power and authority to levy a Special Assessment, should one become necessary, as determined by it in its sole discretion, and said Special Assessment shall be determined, assessed, levied and payable in the manner determined by the Board as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws. A General Assessment shall be payable in advance or monthly, quarterly, or on a semi-annual or annual basis or otherwise as determined by the Board.

6.3 Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, if any, further having the power to delegate to such contractor any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

6.4 Easements.

6.4.1 Easements for installation and maintenance of utilities (including, but not limited to, those required for cable television service) and drainage facilities are reserved as shown on the Plat or as otherwise granted by Declarant and recorded y separate instrument in the public records of the County. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channel in the easements, or which are or might be prohibited by the public authority to whom said easement is given.

6.4.2 Drainage easements have been declared and reserved as shown on and created by the Plat and as described herein. Each Homeowner of any Lot encumbered by a drainage easement upon which a drainage berm and/or swale is located shall be solely responsible for the repair, replacement and maintenance of such drainage berm and/or swale. Alteration, obstruction, modification, removal and/or any change of any kind to any drainage swale, drainage berm or drainage control facilities and/or structures is expressly prohibited. In the event any Homeowner fails to repair, replace and maintain any drainage swales and/or drainage berms, and/or alters or obstructs any piping, drainage swales; drainage berms, facilities and/or structures, the Association may repair, replace and maintain such drainage swales, drainage berms, facilities and structures and assess such Homeowner as a Specific Assessment for the costs and expenses incurred in order to accomplish the foregoing. Each Homeowner hereby grants an easement and license to the Association over upon, under, through and across such Homeowner's Lot in order to facilitate and accomplish the foregoing. Further, no Homeowner shall place, erect, install and/or construct any improvements of any kind or otherwise permit anything to occur within any drainage easement area which would in any way effect id drainage easement or any swale, berm, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by the ARC.

6.4.3 Easements over, under, across and through each Lot and the Common Properties are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed.

6.4.4 The easement area of each Lot and all improvements in it shall be maintained by the Homeowner of the Lot, except for those Community improvements for which a public authority or utility company is responsible.

Article 7: Maintenance of Homes and Lots: Failure to Maintain

7.1 Homeowner Responsibilities.

7.1.1 Except as otherwise provided herein, each Homeowner shall be responsible for the maintenance, repair and replacement of all improvements on such Homeowner's Lot and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by the Homeowner.

7.1.2 Each Owner shall keep and maintain that Homeowners Lot and the Home and Lot in good repair and in a neat and attractive condition at all times. The minimum, but not exclusive, standard for maintenance of improvements shall be consistency with the Community-Wide Standards and with the general appearance of the other occupied improvements or Lots in the Property as a whole when initially constructed and improved.

7.1.3 The maintenance obligation of each Homeowner as to the Home shall include, without limitation, maintenance of all exterior surfaces and roofs, fascia's and soffits, awnings, trellises, decorative facades, gutters, screens, windows and doors. Homeowners shall clean, repaint and/or restain, as appropriate, the exterior portions and/or surfaces of the Home (with the same colors as initially approved or with other colors that have first been submitted to and approved by the ARC), including exterior surfaces of garage doors, as often as is necessary to comply with the

foregoing standards. A Homeowner shall keep the roof of the Home in a neat and attractive condition at all times, including but not limited to, pressure washing, removal of mold, removal of mildew and removal of dirt.

7.1.4 A Homeowner shall keep, maintain and irrigate the trees, shrubbery, grass and any other landscape material located on the Homeowner's Lot in good repair and in a neat and attractive condition. The minimum, but not exclusive, standard for maintenance of landscaping shall be consistency with the Community-Wide Standards and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, edging, spraying for insects and disease, and the periodic and timely replacement of any dead, damaged and/or diseased plantings and/or sod.

7.1.5 To the extent not included in the areas required to be maintained by the Association pursuant to this Declaration, a Homeowner shall, at such Homeowner's expense, grass over (with sod of the St. Augustine or Floratam variety or other grass or groundcover that have first been submitted to and approved by the ARC), mow and keep free of trash and debris, on a routine basis, those portions of the Surface Water Drainage and Management System located on such Homeowner's Lot (whether or not included in a platted drainage easement). When required, all major repairs to, and major maintenance and reconstruction of, all components of the Surface Water Drainage and Management System within the Property shall be performed by the Association, the costs of which shall be Common Expenses.

7.2 Mandatory Obligation. A Homeowner's exterior maintenance responsibility as set forth in Section 7.1 is mandatory and shall be complied with in its entirety even if a Homeowner does not reside on and/or occupy such Homeowner's Lot. A Homeowner may not waive or otherwise avoid this exterior maintenance responsibility by abandonment of such Homeowner's Lot.

7.3 Association Right to Maintain in the Event of Homeowner Default.

7.3.1 The Association shall have the right, but not the obligation, to provide for the repair, replacement, cleaning and/or maintenance on any Lot, and any Home, in the event of default by a Homeowner in the duties imposed by Section 7.1. Prior to the Association performing repair, replacement, cleaning and/or maintenance on any Lot that is the responsibility of a Homeowner, the Board shall determine that repair, replacement, cleaning and/or maintenance is needed, that such repair, replacement, cleaning and/or maintenance is the responsibility of the Homeowner, and that the failure of the Homeowner to perform such repair, replacement, cleaning and/or maintenance, in the sole opinion of the Board, detracts from the overall appearance or quality of the Property. All costs associated with activities taken under this Section 7.3.1 shall be charged to the Homeowner as a Specific Assessment, the nonpayment of which may lead to foreclosure of the lien for such Specific Assessment in accordance with the provisions of Article 8.

7.3.2 Except in emergency situations, prior to undertaking any action contemplated under Section 7.3.1. hereof, the Board must furnish written notice to the Homeowner to the effect that, unless specified repairs, replacement, cleaning and/or maintenance are commenced within 10 days from the date of the notice, and thereafter diligently pursued to completion, the Association may perform, or have performed, said repairs, replacement, cleaning and/or maintenance. Upon the

Homeowner's failure to properly and timely commence and pursue diligently the required repairs, replacement, cleaning and/or maintenance, the Association and its agents, employees, servants and/or contractors shall have the right to enter in and/or upon the Lot to perform the repairs, replacement, cleaning and/or maintenance specified in the notice to such Homeowner. For example, and not as a limitation, the Association shall have the right to clean, remove debris, remove trash, paint, resurface, repair, replace and provide maintenance to any and all exterior surfaces, roofs, chimneys, gutters, downspouts, pools, pool enclosures, fences, walls, driveways, walks, sidewalks, parking areas, retaining walls, landscaping (including but not limited to mowing, edging, trimming, watering, fertilizing and caring for trees, shrubs, grass, repairing sprinkler systems and providing shoreline maintenance), swales, berms and other drainage improvements. Neither Declarant nor the Association, nor any of their respective directors, officers, employees, contractors, servants, invitees and/or agents, shall have any liability to the Homeowner, Authorized User or Benefited Party for any trespass, damages and/or injury to property or person(s) for any action taken hereunder unless caused by gross negligence or intentional wrongdoing. Any such entry upon that Homeowners Lot shall not be considered a trespass and any corrections, repairs, replacements, cleaning, alterations, modifications and/or removals from that Lot shall not be considered criminal activity of any kind, including, but not limited to, theft, criminal mischief, and burglary, and shall not be considered the basis for any civil action, including, but not limited to, conversion and any tort claim.

7.3.3 The Association shall have the right, but not the obligation, to provide maintenance, mowing, trimming, edging and/or pruning of the landscaping of any yards, lawns and/or sod located on a lot (specifically excluding any landscape beds located on a Lot, gated portions of a Lot and/or fenced portions of a lot), exterior pest control and/or fertilizer. Any maintenance, repair, operation, cleaning, irrigation and/or replacement performed and/or assumed by the Association shall be part of the Common Expenses. Neither Declarant nor the Association, nor any of their respective directors, officers, employees, contractors, servants, invitees and/or agents, shall have any liability to the Homeowner, Authorized User or Benefited Party for any trespass, damages and/or injury to property or person(s) for any action taken hereunder unless caused by gross negligence or intentional wrongdoing. Any such entry upon a Homeowners Lot shall not be considered a trespass and any corrections, repairs, replacements, cleaning, alterations, modifications and/or removals from that lot shall not be considered criminal activity of any kind, including, but not limited to, theft, criminal mischief, and burglary, and shall not be considered the basis for any civil action, including, but not limited to, conversion and any tort claim.

Article 8: Covenant for Assessments; Fines; Collection of Rents from Tenants

8.1 Assessments Established. Each Homeowner of any Lot, by virtue of taking title to a lot, whether or not expressed in the instrument of conveyance, is deemed to covenant to pay to the Association.

8.1.1 General assessments, as defined in Section 8.2 hereof; and

8.1.2 Special Assessments, as defined in Section 8.6 hereof; and

8.1.3 Specific Assessments against any particular lot that are established pursuant to any provision of this Declaration as provided in Section 8.7 hereof;

8.1.4 All taxes, if any, that from time to time may be Imposed upon all or any portion of the Assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each Assessment is made as provided in Section 8.10 hereof.

8.2 Purpose of Assessments; General Assessment. The Assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties or as otherwise may be required by this Declaration and the Articles of Incorporation and By-Laws. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association.

8.3 [Intentionally Deleted].

8.4 Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be fixed by the Board at least 30 days in advance of each General Assessment period, and shall be based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the General Assessment should be given to every Homeowner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid Assessment. The General Assessment shall be paid in equal quarterly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable Assessment period without penalty or other consideration; provided, however, at the discretion of the Board, the General Assessment may be collected on a monthly, semi-annual or annual basis rather than collected on a quarterly basis.

8.5 [INTENTIONALLY DELETED]

8.6 Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based, or as described in Section 8.5 of this Article. Notwithstanding the foregoing, no Special Assessment against the Homeowners shall not exceed 1/12 of the total of the General Assessments levied against the Homeowners for that fiscal year without the prior approval of 75% of the votes eligible to be cast in Association matters.

8.7 Specific Assessments. Any and all accrued liquidated indebtedness of any Homeowner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Homeowner's Lot after such Homeowner fails to pay it when due and such default continues for 30 days after written notice.

8.8 Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform for each Homeowner throughout the Community.

8.9 Commencement of General Assessment. The General Assessment as to each Lot owned by a Homeowner be prorated as of the day of closing for the current installment period, and thereafter the first full payment shall be due and owing on the first day of the next full installment period.

8.10 Effect of Nonpayment of Assessment; Lien.

8.10.1 If any Assessment is not paid on or before the past due date specified herein, then such Assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date, late charges, attorney's fees, and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such Assessment is made.

8.10.2 Said lien shall be evidenced by a claim of lien recorded in the public records of the County, shall be effective from and as of the time of recording and shall relate back to the original date of recordation of this Declaration, and shall continue in effect until all amounts due to the Association are paid in full, except as specifically stated below in Section 8.15. Notwithstanding the foregoing to the contrary neither the recording of, nor failure to record, any such claim of lien will affect the existence or priority of the Association's lien.

8.10.3 Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of this Declaration, the By-Laws and the Act, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent and/or accelerated Assessment(s) or installment(s) thereof. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

8.10.4 If any Assessment, or a portion thereof, is delinquent for more than 30 days, or if a mortgage foreclosure action is filed to foreclose a Mortgage against a Lot, then the Association may accelerate by general policy, administrative decision or otherwise the remainder of all Assessment installments for the fiscal year.

8.10.5 Except for liens for all sums validly secured by any First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority.

8.10.6 Sale or transfer of a Lot does not affect the Association's claim of lien.

8.11 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Assessments have been paid and, if not, the unpaid balance(s).

8.12 Remedies of the Association. If any Assessment, or a Homeowner or tenant's other monetary obligation to the Association, is not paid within 30 days of its due date, the Association may proceed with all remedies available, including, but not limited to, suspending use and voting rights and bringing an action at law against the persons and entities personally obligated to pay the same, and proceeding with an action in equity to foreclose the lien against the Lot, and there shall

be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, interest following conclusion of the 30 day grace period at the rate of 15% per annum or such other rate as may be from time to time determined by the Board (provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury), late charges, costs of collection and attorney's fees. The prevailing party in any such claim shall also be awarded attorney's fees and costs. No Homeowner may waive or otherwise escape liability for the Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

8.13 Reimbursement of Fee for Worthless Check. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any Assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such bank service charge or fee incurred, together with an administrative processing fee of \$25.00.

8.14 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Homeowner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Homeowner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Homeowner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

8.15 Subordination of the Lien to First Mortgages.

8.15.1 The claim of lien filed by the Association shall be subordinate to the lien of any First Mortgage held by a First Mortgagee recorded and valid before the effective date of this provision.

8.15.2 If a Mortgage against a Lot (i) is properly recorded as a First Mortgage before the Association's claim of lien is recorded and (ii) maintains First Mortgage priority, then the liability of the Lot and the First Mortgagee (and its successor or assignee who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the subsequent holder of the First Mortgage) for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited to the lesser of:

(a) The Lot's unpaid Assessments which accrued or came due during the 12 months immediately preceding the acquisition of title or for which payment in full has not been received by the Association; or,

(b) 1% of the original debt secured by the First Mortgage.

8.15.3 The limitation of liability for payment of Assessments contained in this Section applies only if the First Mortgagee joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the First Mortgagee.

8.15.4 All unpaid Assessments as a result of this exception are Common Expenses, collectible from all of the Homeowners, including the new Homeowner and the Homeowners successors and assigns. Such new Homeowner is not excused from liability for any Assessments against the Homeowners Lot which accrue after the Homeowners acquisition of title; provided, however, that if the Association is the grantee, it is excused from payment. Notwithstanding the foregoing, First Mortgagee shall be exempt from liability for Assessments coming due before the First Mortgagee receives title to the Lot as the result of a foreclosure or deed-in-lieu of foreclosure.

8.15.5 The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Section; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

8.15.6 The liability limitations contained in this Section for First Mortgagees shall be expanded in the Association's favor to the fullest extent permitted by the Act, as amended from time to time.

8.16 Homesteads. By virtue of taking title to a Lot, each Homeowner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

8.17 Reserves. There is and shall be no requirement for the collection of any reserves for future or deferred maintenance. From time to time, the Association, through the Board, may elect to collect reserves, in which event such amounts shall be a Common Expense. If the Board determines that reserves are to be collected, (a) the Board shall determine the appropriate level of the reserves based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, and/or performance of required maintenance of Homes and Lots pursuant to this Declaration, and (b) the Association's budget shall disclose the exact monies collected and the reserve categories involved.

8.18 Capital Contribution. Upon the transfer of any lot the purchaser of said lot shall pay to the Association a Capital Contribution in an amount to be determined by the Board of Directors. The payment of the Capital Contribution shall not be requested when a Lot is devised by gift, inheritance or an inheritance trustee.

8.19 Master Association. In the event the Association, or its Members, become members of a master community association or umbrella association ("Master Association"), then and in that event the Association shall have the power to:

8.19.1 levy and collect on its own behalf as part of the General Assessment an amount equal to the amount levied upon the Association by the Master Association; or

8.19.2 collect on behalf of the Master Association as part of the General Assessment or as a separate charge an amount equal to the amount levied upon the Association's Members by the Master Association.

8.20 Suspensions and Fines.

8.20.1 In the event a Homeowner is more than ninety (90) days delinquent in the payment of a monetary obligation due to the Association, the Association shall have the power, but not the duty, to suspend (i) the right of a Homeowner, such Homeowner's tenant, guest, or invitee, and a Resident to use Common Property or facilities, and (ii) the voting rights pertaining to a lot (the vote pertaining to such suspended lot shall not be counted towards the total number of voting interests as defined in the Act). The notice and hearing requirements applicable to suspension of rights in Section 8.20.2 hereof are not applicable to this Section 8.20.1. Any imposed suspension pursuant to this Section 8.20.1 will end upon full payment of all obligations currently due or overdue to the Association.

8.20.2 Separate and apart from, but not in a manner inconsistent with, Section 8.20.1 hereof, the Association shall have the power to suspend, for a reasonable period of time, the rights of a Homeowner and/or such Homeowner's tenants, guests or invitees to use the Common Property, and to levy reasonable fines against same not to exceed the greater of \$100.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Declaration, the By-Laws or any Rules and Regulations duly promulgated by the Association. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.20.1 hereof) may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 Homeowners of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and fines of a continuing nature may be charged up to a maximum of \$10,000. A fine of more than \$1,000 may become a lien against the Lot. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.19.1 hereof) may be imposed except upon majority approval of the Homeowners of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians' ingress and egress to and from such offending person's Lot. The voting rights of a Homeowner may not be suspended by the Association (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.20.1 hereof).

8.21 Administrative Processing Fee. Upon each closing of the purchase and sale of a Home between Homeowners, the new Homeowner shall pay to the Association an administrative processing fee (the "Administrative Processing Fee") of \$75.00, which amount shall be utilized to process the new Homeowner into the Association's recordkeeping and other systems. The Administrative Processing Fee will not be considered an advance payment of Assessments by the Homeowner. Notwithstanding any provision herein to the contrary, the Administrative Processing Fee shall not apply to any conveyances made by Declarant to a third-party purchaser.

8.22 Collection of Rents from Tenants.

8.22.1 If a lot is occupied by a tenant and the Homeowner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Homeowner related to the Lot have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the lot.

8.22.2 The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the homeowners' association and continue doing so until the association notifies you otherwise.

Payment due the homeowners' association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address), payable to (name).

Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would then begin with the next rental period.

Pursuant to section 720.3085(8), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord.

8.22.3 A tenant is immune from any claim by the Homeowner related to the rent timely paid to the Association after the Association has made written demand.

8.22.4 If the tenant paid rent to the landlord or Homeowner (if different) for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Homeowner until the Association releases the tenant or the tenant discontinues tenancy in and of the Lot. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Homeowner of the Association's demand that the tenant pay monetary obligations to the Association.

8.22.5 The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of the monies paid to the Association.

8.22.6 The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes, and specifically has no obligations under Section 83.51, Florida Statutes.

8.22.7 The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Homeowner to vote in any election or to examine the books and records of the Association.

8.22.8 A court may supersede the effect of this Section 8.22 by appointing a receiver.

Article 9: Architectural Control

9.1 ARC Guidelines. The Association shall have the exclusive power and right to adopt from time to time the ARC Guidelines, which standards shall be applied by the ARC and the Board of Directors in their respective capacities as provided hereinafter. The initial ARC Guidelines are contained in Exhibit E attached hereto.

No material alteration, modification or addition to a Home, or a material change in external appearance of a Home, or any modification, addition or deletion to or from the landscaping as contained on a Lot subsequent to initial installation by Declarant, shall be undertaken without the prior written approval of the ARC in accordance with this Article. The ARC Guidelines shall be created by Declarant and may be changed in the future by the Board of Directors from time to time in its sole discretion. Upon such time as Declarant no longer owns any portion of the Property, the Association shall inure to the powers and rights of Declarant under this Article 9.

9.2 Role of the Board and the ARC. The purpose of the Board and the ARC is to ensure the maintenance of the Property as an area of highest quality and standards and to ensure that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view. All references to the ARC shall also reference the Board.

9.3 Composition of the ARC. The Board shall appoint the chairman and the members of the ARC, the ARC shall consist of 3 members, the Board may remove ARC member(s) if determined beneficial, and where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board.

9.4 Powers of the ARC. The ARC shall represent, act as directed by, and report to the Board; however, the Board shall retain final authority, as the ARC is a committee of the Board. The ARC shall evaluate, control and approve construction, remodeling, or additions to the buildings and structures and other improvements on each Lot in the manner and to the extent set forth herein. No building or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same ("Plans and Specification"), showing such information as may be required by the ARC and/or the Board, have been submitted to and approved in writing by the Board of Directors. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

9.5 Plans and Specifications. The ARC shall require that all Plans and Specifications be accompanied by site plans showing the detail of the siting of the structure or improvement under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a minimum of complete sets, or as many as requested by the ARC, of Plans and Specifications must be submitted to the ARC. In addition, if requested by the ARC, there shall be submitted to the ARC for consideration such samples of building materials proposed to be used

as the ARC shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the ARC or the Board of Directors upon application of the Homeowner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Association forms.

9.6 Recommendations of the ARC. Once the ARC has received and reviewed the Plans and Specifications submitted by a Homeowner, the ARC may either (a) approve or disapprove the proposal of the Homeowner, or (b) request additional information as the ARC deems necessary in its discretion to be able to render a decision.

9.7 Approval of Plans and Specifications. Upon written approval of the Plans and Specifications, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board of Directors shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Homeowners expense. All costs and expenses of the Association (including attorney's and paraprofessional's fees) related to the enforcement of these covenants shall be paid by the Homeowner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved. Each Homeowner, by virtue of taking title to a Lot, understands and agrees, and shall be deemed to understand and agree, that approval of the ARC in no manner eliminates any obligation to obtain governmental approval for the contemplated activity, or that upon proper application to such governmental authority the contemplated activity will be permitted. Any approval of a proposed activity by the ARC shall immediately and automatically become null and void upon a written rejection of an application to a governmental authority for authorization to undertake the proposed activity (e.g., denial of a building permit).

9.8 Rejection of Plans and Specifications. The ARC shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In the event the ARC rejects such Plans and Specifications as submitted, the ARC shall so inform the Homeowner in writing, stating with reasonable detail the reason(s) for disapproval, the rule of covenant on which the ARC relied upon and the specific aspect or part of the proposed improvement that does not conform to the rule or covenant. In rejecting such Plans and Specifications, the ARC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Lot upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of sue construction as viewed from neighboring Lots.

9.9 Appeal by Aggrieved Homeowner. If after the Board's review the appealing Homeowner is still in disagreement with the Board's decision, such Homeowner may appeal such adverse decision by submitting in writing to the Board a request to call a special meeting of all Members to consider the propriety of the Board of Directors' decision within 10 days after receipt

of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Homeowner. At such special meeting, the proposal made by the Homeowner and the decision of the ARC and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Homeowners. A vote of a majority of the votes eligible to be cast in Association matters which are present in person or by proxy of a duly called and noticed meeting of the Members at which a quorum is present shall be necessary to overturn an adverse decision of the ARC and the Board against the Homeowner.

9.10 No Waiver of Future Approvals. The approval of the ARC of any proposals or Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

9.11 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

9.12 Compliance. Any contractor, subcontractor, agent, employee or other invitee of a Homeowner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from doing further work within the Property by the Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the By-Laws.

9.13 Right to Inspect. Subject to reasonable advance notice for occupied Homes, there is specifically reserved unto the ARC the right of entry and inspection upon any Lot for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expense reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and through the private roadways of the Community and a right of entry upon any Lot is hereby granted to the County and other applicable governmental entities for the limited purpose of permitting code inspectors to inspect and examine the construction of improvements, additions, or modifications on such Lot.

9.14 Exemption. Notwithstanding anything to the contrary contained herein, improvements and construction activities of the Association on any portion of the Property and from time to time shall be exempt from the provisions of this Article.

9.15 [INTENTIONALLY DELETED]

9.16 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Homeowner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Association to any addition, alteration, improvement, or change may be conditioned upon the Homeowner requesting such approval obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that event the Homeowner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Association.

9.17 No liability. Notwithstanding anything contained herein to the contrary, Association or the ARC, as applicable, shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Homeowner or any other Person due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any applicable standards, guidelines and/or criteria or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, the ARC or the Association, as applicable, shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

Article 10: Surface Water Drainage and Management System

10.1 Homeowner Acknowledgment. Due to groundwater elevations underneath the Property, priorities established by governmental authorities, and other causes outside of the reasonable control of Declarant and the Association, water levels may fluctuate at certain times during the year and such fluctuations may be material. The Association shall not have any liability for aesthetic conditions, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels.

10.2 System Defined. The “Surface Water Drainage and Management System” shall be the portions of the Property including improvements thereon which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water or prevent or reduce flooding, over drainage, environmental degradation on, and water pollution or otherwise effect the quantity and quality of discharges from such system as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Property. The Surface Water Drainage and Management System shall be governed by the County and the WMD construction plans for the Property, which are on file with the County and the WMD, as well as the WMD Permit.

10.3 Maintenance by the Association. The Surface Water Drainage and Management System shall be owned and maintained by the Association in compliance with all approvals, codes and regulations of governmental authorities. Maintenance of the Surface Water Drainage and Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the County and the WMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, lake liners, littoral planting and lake maintenance easements which pursuant to the terms of this Declaration, plat or agreement are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the Surface Water Drainage and Management System shall be as permitted by the County and the WMD.

10.4 Prohibited Actions. Neither the Association nor any Homeowner shall take any action which modifies the Surface Water Drainage and Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite governmental or quasi-governmental authorities, Declarant so long as Declarant owns any portion of the Property, and the party who has the obligation to maintain the Surface Water Drainage and Management System.

10.5 Easements. The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Drainage and Management System. The Association and the Governmental Entities shall have non-exclusive easements for use of the Surface Water Drainage and Management System, and an easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Drainage and Management System, provided such easement rights shall be exercised in a manner which does not unreasonably disturb use or condition of the Property.

10.6 [INTENTIONALLY DELETED]

10.7 Amendments Impacting the Surface Water Drainage and Management System. Any amendment of this Declaration which would affect the Surface Water Drainage and Management System or the responsibility of the Association to maintain or cause to be maintained the Surface Water Drainage and Management System must have prior written approval by the County and the WMD.

10.8 Enforcement. The Governmental Entities, the Association and each Homeowner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the surface Water Drainage and Management System and maintenance of all easements and rights-of-way.

10.9 Maintenance by Homeowners. The Association may have constructed a drainage swale and/or drainage berm, as part of the Surface Water Drainage and Management System, upon one or more Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot(s) from time to time. Each Homeowner, including builders, shall be responsible for the maintenance, operation and repair of the swales and/or berms on such Homeowners Lot. "Maintenance, operation and repair" shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales and/or berms to provide drainage, water

storage, conveyance or other stormwater management capabilities as permitted by the WMD. Filling, excavation, construction of fences, placement of any improvement placement of any structure or otherwise obstructing the surface water flow in any swale and/or berm is prohibited. No alteration of any drainage swale and/or drainage berm shall be authorized and any damage to any drainage swale and/or drainage berm, whether caused by natural or human- induced phenomena, shall be promptly repaired and the drainage swale and/or drainage berm returned to its former condition as soon as possible by the Homeowner of the Lot upon which that drainage swale and/or drainage berm is located.

Article 11: Miscellaneous Provisions Respecting Mortgages

The following provisions are intended for the benefit of a First Mortgagee and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

11.1 Notices of Overdue Assessments Foreclosure. If any First Mortgagee or other person, persons, or entity that is its successor or assign as a subsequent holder of the First Mortgage (the "Acquiring Party") either (a) obtains title to a Lot as a result of a foreclosure of a recorded First Mortgage or (b) receives a deed in lieu of foreclosure of a recorded First Mortgage, that Acquiring Party shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments or charges in favor of the Association against that became due prior to the earlier of the following: (i) the date of the transfer of title to the Acquiring Party, or (ii) the date on which the Acquiring Party comes into possession of the Lot.

11.2 Rights of First Mortgagees, Insurers and Guarantors. Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

11.2.1 to examine current copies of this Declaration, the By-Laws, all rules and regulations, and the books and records of the Association during normal business hours;

11.2.2 to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Homeowners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

11.2.3 to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

11.2.4 to receive written notice of any decision by the Homeowners to make a material amendment to this Declaration, the By-Laws or the Articles of Incorporation;

11.2.5 to receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

11.2.6 to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

11.3 Distribution of Proceeds. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give a Homeowner or any other party priority over the rights of the First Mortgagees

pursuant to their mortgages in the case of distribution to Homeowners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

11.4 Termination of the Community. Unless the First Mortgagees of the individual Lots representing at least 67% of the votes in the socation have given their prior written approval, neither the Association nor the Homeowners shall be entitled to terminate the legal status of the Community for reasons other than substantial destruction or condemnation thereof.

11.5 Notice of Damage, Destruction or Condemnation. Upon specific written request to the Association, a First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds \$10,000.00. If damages shall occur to such Lot in excess of \$1,000.00, notice of such event shall also be given.

11.6 Condemnation: Priority of Awards. If any Lot or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor, of said Lot will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition, and no provisions of any document will entitle the Homeowner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

11.7 Rights of First Mortgagees. Any First Mortgagee has the following rights:

11.7.1 Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

11.7.2 Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

11.7.3 Financial Statements. Upon Written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

11.7.4 Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that it required to be given to the Members of this Association under any provision of this Declaration or the Articles of Incorporation or By-Laws.

Article 12: Damage, Destruction, Condemnation and Restoration of Improvements

12.1 Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus reserves (if any), shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance process and the reserves (if any), shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within 180 days after said damage or destruction, the Homeowners shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the reserves (if any) are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Homeowners and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Homeowners, after first paying from the share of each Homeowner the amount of any unpaid liens on his or her Lot, in the order of the priority of such liens.

12.2 Withdrawal of Property from Declaration. In the case of damage or other destruction, upon the unanimous affirmative vote of the Homeowners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from this Declaration. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Homeowners, shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Assessments on such Lot or portion thereof by the Homeowner shall cease.

12.3 Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Homeowner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Assessments on such Lot or portion thereof by the Homeowner shall cease. The Association shall represent the Homeowners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Homeowners on the basis of an equal share for each Lot, after first paying from the share of each Homeowner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Article 13: Termination of the Community

At a meeting called for such purpose and attended by all Homeowners, the Homeowners, by affirmative vote of 90% of the votes eligible to be cast in Association matters, may elect to terminate the legal status of the Community (via termination of this Declaration) and sell the Common Property as a whole. Within 10 days after the date of the meeting at which such safe was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers and Guarantors entitled to notice under Article 11 of this Declaration, and the termination shall only be effective upon the affirmative vote required under Section 11.4 hereof. Such action shall be binding upon all Homeowners, and it shall thereupon become the duty of every Homeowner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to affect such termination and safe. The Association shall represent the Homeowners in any negotiations, settlements and agreements in connection with termination of the Community and sale of the Common Property, and any proceeds obtained therefrom shall be first used to pay all expenses and outstanding obligations of the Association and the remainder, if any, shall be divided among all Homeowners on the basis of an equal share for each Lot.

Article 14: Operation

The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title or interest therein, or any part, their respective heirs, successors, and assigns.

Article 15: General Provisions

15.1 Enforcement. Unless expressly provided otherwise, the Association, or any Homeowner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by; or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Homeowner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Homeowners Lot, as provided in Article 8 of this Declaration. Failure by the Association or by any Homeowner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

15.2 Amendment.

15.2.1 A Resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3) of the interest of the Association present (in person or by proxy) and voting at a duly noted meeting of which a quorum is present. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Homeowners. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

15.2.2 Notwithstanding the provisions of Section 15.2.1 to the contrary, no amendment which will affect any aspect of the Surface Water Drainage and Management System located on the Property shall be effective without the prior written approval of the WMD. For purposes of this Section, a Lot shall be considered conveyed when the deed to such Lot is duly recorded.

15.3 Special Amendment. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, the Board of Directors, reserves the right and power to record a special amendment ("Special Amendment") to this Declaration, at any time and from time to time, which amends this Declaration and any provision therein: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Consumer Finance Protection Bureau of the Department of the Treasury, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Board of Directors to make or consent to a Special Amendment on behalf of each Homeowner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Board of Directors to make, execute and record Special Amendments.

15.4 Additions to or Detections from the Property.

15.4.1 Additions to the Property. Additional land (which shall not necessarily be required to be contained within the general concepts of the Community, and in fact may be lands located in the general vicinity of the Community) may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Article. Such additional property may constitute additional Common Property or a portion of the Property. Notwithstanding the foregoing, however, under no circumstances shall the Association be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property shall in any way be affected by or become subject to this Declaration. All additional land which is brought within the jurisdiction and control of the Association and made subject to this Declaration, pursuant to this Article, shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

15.4.2 Mergers. Upon a merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall

thereafter operate as the Association under this Declaration and administer the covenants and restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

15.4.3 [INTENTIONALLY DELETED]

15.4.4 Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to this Declaration by, and only by, the following procedure:

(a) [INTENTIONALLY DELETED]

(b) The addition shall be accomplished by Declarant filing of record in the public records of the County a supplement to this Declaration with respect to the additional land is made subject to this. Except as otherwise provided herein where applicable, such supplement need only be executed by the Board of Directors and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of Mortgage(s) on such additional land. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by this Declaration affecting the land already constituting the Property unless such supplement also constitutes an amendment accomplished in accordance with the provisions of this Declaration.

15.4.5 Continued Use of Common Property. No addition shall revoke or diminish the rights of the Homeowners of the Property to the utilization of the Common Property' as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Property according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

15.5 Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE COMMUNITY, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED:

15.6 Notices and Disclaimers as to Signal Reception. In recognition of the fact that interruptions in cable television, radio and satellite television will occur from time to time, the Association shall not in any manner be liable for, and no Homeowner shall be entitled to a refund, rebate, discount, or offset in applicable fees, for any interruption in any such services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant or Association shall be entitled to retain any rebate, discount, or other compensation

received from the provider of any such services in connection with the installation and/or operation of such systems within the Property.

15.7 Construction Activities. All Homeowners, occupants, and users of Lots are hereby placed on notice that Declarant and/or its agents, contractors, subcontractors, licensees and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest in a Lot, and/or by using any portion of a Lot or the Property generally, Homeowners, Residents and Authorized Users of Lots acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night, a holiday or otherwise during non-working hours); (c) that the Association and all of its agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating, to any breach of this covenant; and (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing.

15.8 Natural Conditions. The Property may contain a number of manmade, natural, and/or environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes, alligators, other reptiles, raccoons, foxes, wild dogs, wild cats, and other animals, some of which may pose hazards to persons and/or pets coming in contact with them. Each Homeowner and occupant of any Lot, and every Person entering the Property: (a) acknowledges and agrees that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b), knowingly and voluntarily assumes all risk of property damage, personal injury and/or death arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury and/or death resulting from the presence, movement, and/or propagation of any plant or wildlife within or through the Property. The areas described in this Section 15.8 may also contain ponds, lakes, retention ponds, detention ponds, dry detention areas, intermittent pools of water, muddy areas and/or buffer areas, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Homeowner or occupant of a Lot shall enter upon, or permit their guests, family members, invitees, agents, tenants, employees, contractors, subcontractors, visitors or any other Person acting on that Homeowners behalf to enter upon and/or disturb any such areas in any way without the prior written approval of the Association.

15.9 Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when

necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Community.

15.10 [INTENTIONALLY DELETED]

15.11 Covenant Running with the Property. Except as otherwise provided herein, the covenants and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board and the Homeowners, their heirs, successors and assigns, for a term of 30 years after the date this Declaration is recorded in the public records of the County, and shall be automatically renewed for successive periods of 10 years, unless the Homeowners, upon the affirmative vote of the holders of 70% of the votes eligible to be cast in Association matters decide within 6 months of such renewal date, not to renew these covenants and restrictions, and a certificate executed by the president or the vice president and secretary of the Association certifying to such vote is recorded in the public records of the County. Each Homeowner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

15.12 Amendment Pertaining to Surface Water Drainage and Management System. Notwithstanding any provisions to the contrary contained in this Declaration, any amendment which will affect the Surface Water Drainage and Management System, including the management portion of the Common Property, serving the Community, must have the prior written approval of the WMD in order to be effective and binding.

15.13 Compliance. Every Homeowner and Authorized User shall comply with all lawful provisions of this Declaration, the By-Laws and the Rules and Regulations. Failure to comply shall be grounds for an action to recover sums dues, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved party. Further, in the event of any violation of any ordinances, rules or restrictions imposed by the Governmental Entities with respect to the Property, the Governmental Entities may, without the consent of the Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and if such enforcement shall be required by a court of competent jurisdiction, then the Governmental Entities shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, and court costs incurred by the Governmental Entities relative to its enforcement of the foregoing.

15.14 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of 75% of the Members eligible to vote. The Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Homeowners whose interests are being sought to be protected through such litigation in accordance with the Assessment process provided herein; provided, however, that no funds from

General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of legal proceedings, any Assessment levied in such regard must be more than 75% collected. This Section shall not apply, however, to (a) actions brought by the Association against parties to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, or (e) any dispute in which the amount in question is \$50,000 or less, as adjusted for inflation from year to year. This Section shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

15.15 Disclaimer of Association Liability. As used in this Section, "Association" shall mean the Association and all committee and Board members, employees, agents, contractors (including management companies), subcontractors, successors and a sign of any of the foregoing. Notwithstanding anything contained herein or in the Articles, By-Laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association 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 Homeowner, Member, occupant or user of any portion of the Community, other tenants, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing; (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Community the value thereof; and (b) the Association is not empowered, and has not been created, to act as an agency which enforces or insures compliance with the laws of the State of Florida or the Governmental Entities or the prevention of tortious activities. Each Member (by virtue of his or her acquisition of a Lot and each other Person having an interest or lien upon, or making any use of, any portion of the Community (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against which the liability of the Association has been disclaimed in this Article. Each Member does hereby release Declarant and the Association from all liability from injury and/or accidental death due to adverse weather and all effects and results thereof.

15.16 Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and By-Laws, but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Declaration. The Association intends the provisions of this Declaration, on the one hand, and the Articles of Incorporation and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles of Incorporation or By-Laws to the contrary. The terms defined in this Declaration shall have same meanings in the Articles of Incorporation and By-Laws, unless otherwise provided.

15.17 [INTENTIONALLY DELETED]

15.18 Flood Zones. Flood zone determinations are made by the Federal Emergency Management Agency. Association makes no assurance, with regard to any portion of the Property

that any flood zone designation for a Lot existing as of a particular date will remain the same. The Association further advises that any such flood designation could be changed due to re-grading of the land as a result of the land development process. Each Homeowner, by virtue of taking title to a Lot, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the Association has no involvement in the determination or designation of flood zone designations for any portion of the Property.

15.19 Homeowner Cooperation. No person shall use the Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations set forth in the By-Laws or properly pertaining thereto and promulgated from time to time by the Association. The Homeowner shall not permit or suffer anything to be done or kept in such Homeowner's Home and/or Lot which will increase the rate of any insurance purchased by the Association for the Property or any portion thereof, or which will obstruct or interfere with the rights of other Homeowners, or annoy them by unreasonable noises, or otherwise, nor shall the Homeowners commit or permit any nuisance, immoral or illegal acts in or about the Property.

15.20 Resolution of Disputes. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Association has duly executed this instrument on this _____ day of _____, 2024.

WITNESSES:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____, of Oak Harbour, Community Association, Inc., He/She is personally known to me.

My Commission Expires: _____

(Signature)

(AFFIX NOTARY SEAL)

Name: _____
(Legibly Printed)

Notary Public, State of Florida

(Commission Number, if any)

EXHIBIT "A"
TO AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OAK HARBOUR

Legal Description of the Property

OAK HARBOUR, according to the map or plat thereof recorded in Plat Book 20, Page 2, public records of Charlotte County, Florida.

EXHIBIT "B"
TO AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OAK HARBOUR.

Amended and Restated Articles of Incorporation of the Association

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**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
OAK HARBOUR COMMUNITY ASSOCIATION, INC.
(A Corporation Not for Profit No. N14000010206)**

These Amended and Restated Articles of Incorporation of Oak Harbour Community Association, Inc., a Florida not for profit corporation dated as of November 10, 2014, are being duly executed and filed by Richard Dalton, its President, to amend and restate the Association's original Articles of Incorporation, which were filed on November 4, 2014. These Amended and Restated Articles of Incorporation were duly executed and are being filed in accordance with Section 617.1007 of the Florida Not For Profit Corporation Act.

ARTICLE I: NAME AND LOCATION

The name of this corporation is **OAK HARBOUR COMMUNITY ASSOCIATION, INC.** (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 4105 Crescent Park Dr., Riverview, FL 33576.

ARTICLE II: PURPOSES

This Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Oak Harbour (hereinafter referred to as the "Community"), and the specific purpose is to perform the functions of the Association contemplated in the Declaration of Covenants and Restrictions for the Community recorded in the Public Records of Charlotte County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended, which purposes shall include but not be limited to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration;
- (c) Own and convey property;
- (d) Establish rules and regulations;
- (e) Sue and be sued;
- (f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (g) Maintain, repair and replace Common Properties as contemplated by the Declaration, and to enter into contracts for the provision of services to maintain and operate the Common Properties (including, but not limited to, the maintenance, repair and replacement of the Surface Water Drainage and Management System); and
- (h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

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ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Lot that is subject to assessment pursuant to the Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person shall be a Member. A Homeowner of more than one Lot is entitled to membership for each Lot owned. No person other than a Homeowner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

If more than one person owns a fee interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting; Transfer of Control. The Association shall have 2 classes of voting membership - Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lots of the Community ("Homeowners") except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Homeowners, including Declarant so long as such Declarant is a Homeowner. Voting shall be accomplished in accordance with the applicable provisions of the By-Laws. There shall be no cumulative voting for Directors or any other matters.

Class B membership shall cease to exist and shall be deemed to be converted into Class A membership upon the earlier of (a) a triggering event contained in Section 720.307(1) of the Act, or (b) the date that Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County. Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. Transferability. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Corporation shall have perpetual existence. In the event the Corporation is dissolved, the dedicated property and corresponding infrastructure of the Surface Water Drainage and Management System will be conveyed or dedicated to a similar non-profit organization or entity to ensure continued maintenance and operation.

ARTICLE V: MANAGEMENT

The affairs of the Corporation shall be managed by the Board, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board in the last quarter of each fiscal year in the manner prescribed in the By-Laws of the Association, and shall hold office until their respective successors are duly elected and qualified; provided, however, that Declarant shall be entitled to solely appoint as Members of the Board prior to transfer of control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer of the Association, and such other officers as may, in the opinion of the Board, from

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time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Association except with respect to those who are elected by the Class B Members. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there is Class B membership, except that Class A Members, shall be entitled to elect at least one member of the Board, but not a majority of the Directors, until Transfer of Control has occurred. Election of one Director by the Class A Members after fifty percent (50%) of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to Class A Members.

ARTICLE VI: INITIAL OFFICERS

The names of the initial officers who are presently serving and will serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

Richard Dalton - President
Dona Smith - Vice-President
Jeff Beach - Secretary/Treasurer

ARTICLE VII: BOARD OF DIRECTORS

The number of persons constituting the initial Board shall be three (3), and the names and addresses of the members of the first Board, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

Richard Dalton	4105 Crescent Park Dr., Riverview, FL 35578
Dona Smith	4105 Crescent Park Dr., Riverview, FL 35578
Jeff Beach	4105 Crescent Park Dr., Riverview, FL 35578

ARTICLE VIII: BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter the By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board, and after notice to the Members, by the majority vote of Class A Members, and the unanimous vote of the Class B Members, present at any regular or special meeting of the membership.

However, no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any portion of the Property.

ARTICLE IX: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth a proposed amendment and, if Members have been admitted, directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record (as defined in the By-Laws) entitled to vote

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thereon within the time and in the manner provided by Florida Statutes for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of (1) a majority of the total voting interests of the Class A Members and (2) the Class B Member.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the Articles of Incorporation shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any portion of the Property, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System shall be effective without the prior written approval of the Southwest Florida Water Management District.

ARTICLE X: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, Florida Statutes, the name and address of the Registered Agent for service of process upon the Association is:

CFRA, LLC
100 S. Ashley Drive, Suite 400
Tampa, Florida 33602

The above address is also the address of the registered office of the Association.

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CERTIFICATE OF AMENDMENT

Pursuant to Section 917.1007, Florida Statutes, the undersigned certifies that these Amended and Restated Articles of Incorporation of Oak Harbour Community Association, Inc. (1) were approved by the unanimous written consent of the directors on November 10, 2014, and (2) the unanimous written consent of 100% of the owners and members of property governed by Oak Harbour Community Association, Inc.

Dated this 10 day of November, 2014.

WITNESSES:

OAK HARBOUR COMMUNITY ASSOCIATION, INC., a Florida non-for-profit corporation

Name: [Signature]
Printed Name: Armando M. Clure

By: [Signature]
Richard Dalton, President

Name: [Signature]
Printed Name: KEITH MALCOLM

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10 day of November, 2014, by Richard Dalton, as President of Oak Harbour Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me.

My Commission Expires: 1/12/17

(AFFIX NOTARY SEAL)



[Signature]
(Signature)

Name: AIMEE WALKER THOMAS
(Legibly Printed)

Notary Public, State of Florida

EE 861254

(Commission Number, if any)

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for Oak Harbour Community Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity.

CFRA, LLC

By: [Signature]
Robert S. Freedman

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CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 4981 PAGE 2156 PAGE: 1 OF 3
INSTR # 3085510 Doc Type: RESO
Recorded: 4/11/2022 at 7:09 AM
Rec. Fee: RECORDING \$27.00
Cashier By: VERONICAT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**CERTIFICATE OF FIRST AMENDMENT TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
OAK HARBOUR COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment of the Articles of Incorporation of Oak Harbour Community Association, Inc. The Articles of Incorporation of Oak Harbour Community Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Articles of Incorporation of Oak Harbour Community Association, Inc. Filed: March 12, 2014/ Recorded: December 8, 2014	3924/1630 <i>et seq.</i>

The undersigned officers of the Board of Directors of Oak Harbour Community Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Articles of Incorporation of Oak Harbour Community Association, Inc. is hereby amended in accordance with Exhibit "1" attached hereto and entitled Certificate of First Amendment to Amended and Restated Articles of Incorporation of Oak Harbour Community Association, Inc.

2. This Amendment of the Articles of Incorporation of Oak Harbour Community Association, Inc. was proposed by duly adopted resolution, and approved by a vote of a majority the total voting interests in the Association at a duly noticed meeting held on or about a majority.

Executed this 4 day of April, 2022, at Charlotte, Florida.

OAK HARBOUR COMMUNITY ASSOCIATION, INC.

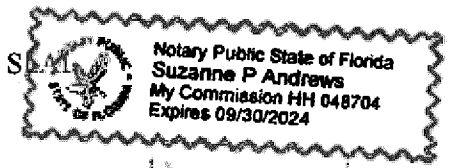
By: [Signature]
Name: JUNE CONNORS
Its: President



STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 4 day of April, 2022, by JUNE CONNORS, who is personally known to me or produced _____ as identification.

[Signature]
NOTARY PUBLIC



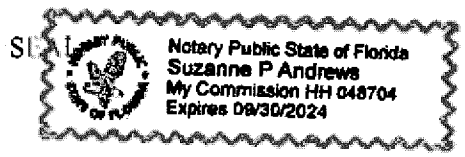
Suzanne P Andrews
Printed name of notary

By: [Signature]
Name: EMMA HOKE
Its: Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of April, 2022, by EMMA HOKE, who is personally known to me or produced _____ as identification.

[Signature]
NOTARY PUBLIC



Suzanne P Andrews
Printed name of notary

EXHIBIT "1"

FIRST AMENDMENT TO OAK HARBOUR COMMUNITY ASSOCIATION, INC.
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF OAK HARBOUR COMMUNITY ASSOCIATION, INC.

Underline represent additions
~~Strikethrough~~ represent deletions

Article/Section: IX— of the Articles of Incorporation of Oak Harbour Community Association, Inc. is hereby amended as follows:

~~(c) — At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of (1) a majority of the total voting interests of the Class A Members and (2) the Class B Member.~~

~~— Any number of amendments may be submitted to the Members and voted upon by them at one meeting.~~

~~— Notwithstanding the foregoing, (1) no amendment to the Articles of Incorporation shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any portion of the Property, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System shall be effective without the prior written approval of the Southwest Florida Water Management District.~~

(c) A Resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3) of the interest of the Association present (in person or by proxy) and voting at a duly noted meeting of which a quorum is present.

EXHIBIT "C"
TO AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OAKHARBOUR

By-Laws of the Association

6/18/2020

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**BY-LAWS
OF
OAK HARBOUR COMMUNITY ASSOCIATION, INC.
(A Corporation Not for Profit)**

**ARTICLE I
Name and Location**

The name of the corporation is **OAK HARBOUR COMMUNITY ASSOCIATION, INC.** (hereinafter referred to as the "Association"), and its office for the transaction of its affairs shall be 4105 Crescent Park Dr., Riverview, Florida 33578. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

**ARTICLE II
Definitions**

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Amended and Restated Declaration of Covenants and Restrictions for Oak Harbour ("Declaration").

**ARTICLE III
Meeting of Members**

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Charlotte County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the votes of the Class A membership.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 30 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall execute an affidavit that the notice was delivered or mailed in compliance with this section and, once executed the affidavit shall be filed among the official records of the Association.

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Section 5. **Quorum.** Members present in person or represented by proxy, entitled to cast at least 1/3 of the votes of the membership of the Association, shall constitute a quorum.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least 1/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.**

- a. The Association has two classes of voting membership: Class A and Class B.
- b. So long as there is Class B membership, Class A Members are all Homeowners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided by the Declaration, Class A Members are all Homeowners, including Declarant so long as such Declarant is a Homeowner.
- c. Class A Members shall be entitled to 1 vote per Lot owned, and there shall be only 1 vote per Lot. When Declarant becomes a Class A Member, Declarant shall have 1 vote for each Lot still owned or to be constructed by Declarant within the Community.
- d. The vote of a Lot may not be divided.
- e. The Class B Member shall be entitled to 9 votes for each Lot owned by the Class B Member.
- f. If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entirety, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

Section 11. **Right to Speak.** Members and Homeowners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or

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included on the agenda (subject to any permissible limitations as provided herein or pursuant to the Act). Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a Member or a Homeowner has the right to speak on any agenda item, provided that the Homeowner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association secretary prior to commencement of the meeting). The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Homeowner statements, which rules must be consistent with the provisions of this Section.

ARTICLE IV **Directors**

Section 1. Board of Directors. Until Transfer of Control, the affairs of the Association shall be managed by a Board of 3 directors. A director must be a Member, except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Declarant. Subsequent to Transfer of Control, the Board shall be comprised of not less than 3 directors and not more than 7 directors, such number to be determined by the Board from time to time. There shall be at all times a minimum of 3 directors.

Section 2. Election of Directors.

- a. Election of directors shall be held at the annual Members' meeting.
- b. The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.
- c. Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.
- d. Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.
- e. Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board (but not a majority of the directors until Transfer of Control has occurred) once 50% of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.
- f. Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

Section 3. Term of Office. Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

Section 4. Composition of the Board; Eligibility.

- a. In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.
- b. Upon Transfer of Control, a simple majority of directors shall be elected for a term of office to end at the second subsequent annual meeting of the Members of the Association, and

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the remaining directors shall be elected for a term of office to end at the subsequent annual meeting of the Members. Following the initial election of non-Declarant Members, subsequent elections to the Board shall be for a 2 year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

c. A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible to be a director.

d. A Member who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible to be a director, unless such Members' civil rights have been restored for at least 5 years as of the date on which such Member seeks election to the board.

e. The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible to be a director.

Section 5. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

Section 6. **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a Homeowner has the right to attend all Board meetings (subject to any permissible limitations as provided herein or pursuant to the Act) and to speak on any matter placed on the agenda, provided that the Homeowner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association secretary prior to commencement of the meeting). The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Homeowner statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney held for the purpose of (a) discussing personnel matters, (b) proposed or pending litigation, or (c) as otherwise specifically prescribed under the Act.

Section 7. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be 3 days' notice given by the President personally or by mail, telephone or electronic communication, which notice shall state the time and place of the meeting.

Section 8. **Meeting to Determine Assessments.** The General Assessment and any Special Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Homeowners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

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Section 9. **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of Homes and Lots in the Community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Homeowners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of Homes and Lots in the Community must include a statement that changes to the rules regarding the use of Homes and Lots will be considered at the meeting.

Section 10. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone, telegraph or electronically transmitted, which notice shall state the time, place and purpose of the meeting.

Section 11. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 12. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 13. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 15. **Petition by Members to Board to Address an Item of Business.** If 20% of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60 days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 16. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. **Compensation.** No director, officer or committee member shall receive compensation for any service rendered to the Association in such capacity, nor may such person benefit financially in any way from service to the Association as defined by the Act. However, any director, officer or committee member may be reimbursed for actual expenses incurred in the performance of Association duties, and this provision shall not preclude a person who is also a director, officer or committee member to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than as a director, officer or committee member.

Section 18. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

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Section 19. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

- a. adopt and promulgate rules and regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);
- b. suspend the voting rights and other rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of promulgated rules and regulations;
- c. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, including the establishment of the Assessments provided for in the Declaration; and
- d. employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 22. **Duties.** It shall be the duty of the Board to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by $\frac{1}{4}$ of the Class A Members who are entitled to vote;
- b. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- c. as more fully provided in the Declaration, to:
 - i. fix the amount of the Assessments against each Lot;
 - ii. exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and
 - iii. take appropriate and timely action against Members whose Assessments are in default;
- d. issue, or to cause an appropriate officer to issue, upon demand by a Member, First Mortgagee, or his or her designee, a certificate setting forth whether or not any Assessment any other moneys owed to the Association have been paid with respect to the Lot in accordance with the requirements of the Act. A reasonable charge may be made by the Board for the issuance of these certificates. The Association may charge a fee for the preparation of such a certificate and the amount of such fee must be stated on the certificate. If a certificate states an Assessment or other monetary obligation has been paid, such certificate shall be conclusive evidence of such payment;

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e. cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

f. perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

Section 23. **Certification by Directors.** Each director shall be required to provide the certification required under Section 720.3033 of the Act.

ARTICLE V **Officers**

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Homeowners and the officers and employees of Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a $\frac{2}{3}$ affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. **President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

Section 8. **Proviso.** Notwithstanding any provisions to the contrary in these By-Laws, the Association shall maintain separate accounting records for each Association account, shall keep such

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records according to good accounting practices, and shall open such records for inspection by Homeowners or their authorized representatives. The records of the Association (other than those records noted in the Act as not accessible) are available to be inspected by a Homeowner or their authorized representatives during normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association. The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections in accordance with the Act. In the event the Board designates a management firm to operate the Association, said management firm shall be required to follow the aforesaid provisions.

ARTICLE VI **Fiscal Management**

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide, and shall be entered into in accordance with the Act.

Section 3. **Budget.** The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay the Assessments against the Lot.

Section 5. **General Assessment.** The Board shall adopt the General Assessment as provided for in the Declaration. The initial level of the General Assessment until changed by action of the Board shall be Five Hundred and 00/100 Dollars (\$500.00) per Lot per quarter. The adoption of these By-Laws is action of the Board to fix and establish the General Assessment at Five Hundred and 00/100 Dollars (\$500.00) per Lot per quarter.

Section 6. **Special Assessments.** As contemplated by the Declaration, Special Assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Board. Such Special Assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose.

Section 7. **Specific Assessments.** Specific Assessments shall be levied against a Lot in accordance with the applicable provisions of the Declaration.

Section 8. **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the Members 90 days following the end of the fiscal year in accordance with the financial reporting requirements of the Act.

Section 9. **Suspensions and Fines.** Suspension of use rights and the levying of fines by the Association shall occur in accordance with the applicable provisions of the Declaration.

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ARTICLE VII
Amendments

These By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board, and after notice to the Members, by a majority of the total Class A voting interests in the Association, and the unanimous vote of the Class B Member. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Lot in the Community, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System shall be effective without the prior written approval of the Southwest Florida Water Management District.

ARTICLE VIII
Miscellaneous

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 4961 PAGE 2159 PAGE 1 OF 3
INSTR # 3085511 Doc Type: RES
Recorded: 4/11/2022 at 7:09 AM
Rec. Fee: RECORDING \$27.00
Cashier By: VERONICAT

**CERTIFICATE OF FIRST AMENDMENT TO
BYLAWS OF
OAK HARBOUR COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment, to the Bylaws of Oak Harbour Community Association, Inc. The Bylaws of Oak Harbour Community Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
Bylaws of Oak Harbour Community Association, Inc.	3924/630 <i>et seq.</i>
December 8, 2014	

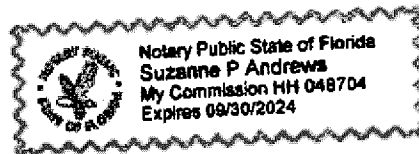
The undersigned officers of the Board of Directors of Oak Harbour Community Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Bylaws of Oak Harbour Community Association, Inc. is hereby amended in accordance with Exhibit "1" attached hereto and entitled Certificate of First Amendment to Bylaws of Oak Harbour Community Association, Inc.
2. This Amendment of the Bylaws of Oak Harbour Community Association, Inc. was proposed by duly adopted resolution, and approved by a vote of two-thirds (2/3) of the Board of Directors and majority of the entire voting interest in the Association at a duly noticed meeting.

Executed this 4 day of April, 2022, at Charlotte, Florida.

OAK HARBOUR COMMUNITY ASSOCIATION, INC.

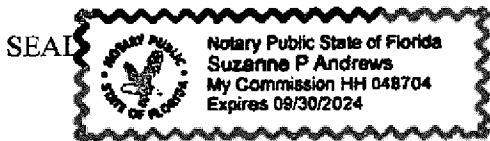
By: [Signature]
Name: JUNE CONNORS
Its: President



STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 4 day of April, 2022, by JUNE CONNORS, who is personally known to me or produced _____ as identification.

[Signature]
NOTARY PUBLIC



Suzanne P Andrews
Printed name of notary

ATTEST:

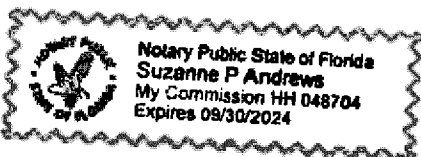
By: [Signature]
Name: EMMA HOKE
Its: Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 4 day of April, 2022, by EMMA HOKE, who is personally known to me or produced _____ as identification.

[Signature]
NOTARY PUBLIC

SEAL



Suzanne P Andrews
Printed name of notary

EXHIBIT "1"

**FIRST AMENDMENT TO OAK HARBOUR COMMUNITY ASSOCIATION, INC.
BYLAWS OF OAK HARBOUR COMMUNITY ASSOCIATION, INC.**

Underline represent additions

~~Strikethrough~~ represent deletions

Article/Section: VII- of the ByLaws of Oak Harbour Community Association, Inc.

is hereby amended as follows:

~~These By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board, and after notice to the Members, by a majority of the total Class A voting interests in the Association, and the unanimous vote of the Class B Member. A Resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3) of the interest of the Association present (in person or by proxy) and voting at a duly noted meeting of which a quorum is present. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Lot in the Community, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System shall be effective without the prior written approval of the Southwest Florida Water Management District.~~

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**AMENDED CERTIFICATE OF SECOND AMENDMENT TO BYLAWS OF
OAK HARBOUR COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment, to the Bylaws of Oak Harbour Community Association, Inc. The Bylaws of **OAK HARBOUR COMMUNITY ASSOCIATION, INC.**, have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Bylaws of Oak Harbour Community Association, Inc. December 8, 2014	3924/636 <i>et seq.</i>
b. Certificate of First Amendment to Bylaws of Oak Harbour Community Association, Inc. February 23, 2024	<i>Instr. No.: 3373070</i>
c. Amended Certificate of First Amendment to Bylaws of Oak Harbour Community Association June 17, 2024	<i>Inst. No.: 3418010</i>

The undersigned officers of the Board of Directors of **OAK HARBOUR COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereby certify as follows:

1. The Bylaws of **OAK HARBOUR COMMUNITY ASSOCIATION, INC.**, is hereby amended in accordance with **Exhibit "1"** attached hereto and entitled Certificate of Second Amendment to Bylaws of Oak Harbour Community Association, Inc.

2. This Amendment of the Bylaws of **OAK HARBOUR COMMUNITY ASSOCIATION, INC.**, was proposed by duly adopted resolution, and approved by a vote of two-thirds (2/3) of the voting interests in the Association present in person or by proxy at a duly noticed meeting at which a quorum was present.

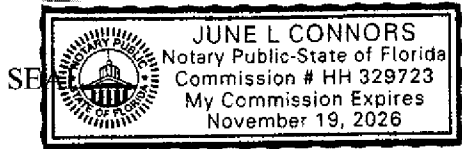
Executed this 18 day of November, 2024, at Port Charlotte, Florida.

OAK HARBOUR COMMUNITY ASSOCIATION, INC.,

By: Pamela J Brown
Name: **PAM BROWN**
Its: President

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 18 day of November, 2024, by **PAM BROWN**, who is personally known to me or produced _____ as identification



[Signature]
NOTARY PUBLIC
June L Connors
Printed name of notary

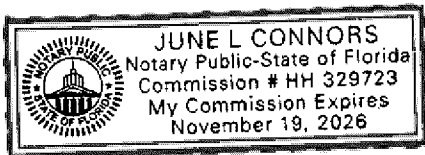
ATTEST:

By: [Signature]
Name: **JOSEPH MASTROIANNI**
Its: Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 18 day of November, 2024, by **JOSEPH MASTROIANNI**, who is personally known to me or produced _____ as identification

SEAL



[Signature]
NOTARY PUBLIC
June L Connors
Printed name of notary

EXHIBIT "1"

**THIRD AMENDMENT TO OAK HARBOUR COMMUNITY ASSOCIATION, INC.
BY-LAWS OF OAK HARBOUR COMMUNITY ASSOCIATION, INC.**

Underline represent additions
~~Strikethrough~~ represent deletions

**Article/Section: IV/3– of the By-Laws of Oak Harbour Community Association, Inc.
is hereby amended as follows:**

Section 3. **Term of Office.** ~~Unless otherwise provided herein, the term of each director's service shall be two years and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.~~

All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. The Directors shall be divided into two classes, each class consisting of at least two (2) Directors, and such classifications based on the time for which they hold office. Each Director shall hold office until his or her successor shall be elected and shall qualify. At the annual meeting held in 2025, the three (3) Directors who receive the highest number of votes shall be elected for a term of two (2) years and the two (2) Directors who receive the fewest number of votes shall be elected for a term of one (1) year. In the event that there is a tie in the number of votes which would determine if a Director would serve a one (1) or a two (2) year term, the remaining newly elected directors shall determine by majority vote which of the affected Directors shall serve a one (1) year term and which shall serve a two (2) year term. In the event all five (5) Directors receive an equal number of votes, the Directors shall decide amongst themselves by a majority vote who shall serve either a one (1) or a two (2) year term. At each annual meeting and election thereafter the successor to the class of Directors whose terms shall expire that year shall be elected for a term of two (2) years, so that the term of one class of Directors shall expire in each year. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in these Bylaws or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

EXHIBIT "D"
TO AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OAK HARBOUR

Water Management District Permit

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Southwest Florida Water Management District

2378 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-428-1478 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMgmt.com

Native Service Office
170 Country Boulevard
Gator, Florida 33850-7700
(889) 314-4448 or
1-800-462-7828 (FL only)
SUNCOM 672-6200

Landscape Service Office
2620 West Swallowtail Park
Suite 228
Lecanto, Florida 34461-8670
(352) 827-8131
SUNCOM 691-5211

Service Office
6728 Franklin Road
Sarasota, Florida 34230-6711
(941) 577-4722 or
1-800-360-3509 (FL only)
SUNCOM 691-6500

Service Office
7801 Highway 301 North
Beverly Hills 33537-6700
(813) 966-7481 or
1-800-898-0787 (FL only)
SUNCOM 578-2070

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Chair, Executive
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Vice Chair, Hillsborough
- Julith C. Whitbread
Secretary, Hernando
- Christopher A. Sperry
Treasurer, Pasco
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- Neil Proskamen
Member
- Robert L. Reynolds
Member
- Ronald L. Nelson
Executive Director
- Steve A. Smith
Assistant Executive Director
- William G. Stanley
General Counsel

June 10, 2005



Mr. Jeffrey J. Leonard, Managing Member
South Jones Loop, LLC
26082 Waterfowl Lane
Punta Gorda, FL 33983

Subject: Final Agency Action Transmittal Letter
ERP General Construction
Permit No.: 44028501.000
Project Name: Oak Harbour
County: Charlotte
Sec/Twp/Rge: 22,27/41S/23E

Dear Mr. Leonard:

This letter constitutes notice of Final Agency Action for approval of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statute (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

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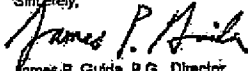
Permit No.: 44028501.000

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If you have questions concerning the permit, please contact Kenneth A. Kohrt, P.E., at the Sarasota Service Office, extension 6578. For assistance with environmental concerns, please contact Richard R. Repperger, extension 6538.

Sincerely,



James P. Guida, P.G., Director
Sarasota Regulation Department

JPG:KXCR:bxm

- Enclosures: Approved Permit w/Conditions Attached
- Approved Construction Drawings
- Statement of Completion
- Notice of Authorization to Commence Construction
- Noticing Packet (42.00-03e)
- Sections 28-106.201 and 28-106.301, F.A.C.

cc/enc: File of Record 44028501.000.

- Lucy Blair, FDEP
- Brent Evans, Land Development Manager, KB Home Ft. Myers, LLC
- R. Phil Auto, P.E., Banks Engineering, Inc.

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION
PERMIT NO. 44028501.000

Expiration Date: June 10, 2010

PERMIT ISSUE DATE: June 10, 2005

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Oak Harbour
GRANTED TO: South Jones Loop, LLC
28082 Waterford Lane
Punta Gorda, FL 33982

ABSTRACT: This permit authorizes the construction of a surface water management system comprised of a stormwater collection and conveyance system with required appurtenances, one (1) wet detention pond and eight (8) retention swales. The surface water management system will serve a single-family residential subdivision with associated infrastructure located on the north side of Jones Loop Road, east of Taylor Road, Charlotte County. Stormwater runoff from the 42.59-acre project area, which includes 7.30 acres of impervious area, will be collected and conveyed to the wet detention and retention swales for the required treatment and attenuation with discharge to Alligator Creek. There are four (4) wetlands totaling 3.77 acres occurring within the project boundary. No wetland impacts will occur within the project area.

OP. & MAINT. ENTITY: South Jones Loop, LLC
COUNTY: Charlotte
SECTION/RANGE: 22,27th/1S/23E
TOTAL ACRES OWNED OR UNDER CONTROL: 42.59
PROJECT SIZE: 42.59 Acres
LAND USE: Single-family Residential
DATE APPLICATION FILED: March 2, 2005
AMENDED DATE: N/A

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i. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
1	1.067	Retention
2	0.900	Retention
3	0.888	Retention
4	0.984	Retention
5	0.291	Retention
6	0.500	Retention
Lake 1-2	1.000	Wet Detention
8	1.050	Retention
9	0.685	Retention
TOTAL	7.485	

A mixing zone is not required.
A variance is not required.

ii. 100-Year Floodplain

Comments: The project is outside of the 100-year floodplain.

iii. Environmental Considerations

Wetland Information:				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
WL-1	0.80	0.80	0.00	0.00
WL-2	0.23	0.23	0.00	0.00
Alligator Creek	2.56	2.56	0.00	0.00
Alligator tributary	0.18	0.18	0.00	0.00
TOTAL	3.77	3.77	0.00	0.00

Comments: There are two palustrine wetlands totaling 1.03 acres within the project boundary. No wetland impacts will occur within these two palustrine wetland systems. Also, Alligator Creek totaling 2.56 acres, and a small tributary to the south draining into Alligator Creek totaling 0.18 acre will not be impacted.

Mitigation Information:

Comments: No wetlands within the palustrine system, Alligator Creek, or the small tributary draining into Alligator Creek will be impacted.

Watershed Name: Peace River

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

- If the ownership of the project area covered by the subject permit is divided, with someone other

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than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department
 Southwest Florida Water Management District
 6750 Fruitville Road
 Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entry form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
7. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
- wetland preservation
 wetland buffers
 upland preservation
- The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
8. Wetland WL 1, WL 2 boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
9. The following language shall be included as part of the deed restrictions for each lot:
- "No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department."

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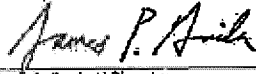
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10. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Sarasota Regulation Department Service Office:
- homeowners, property owners, master association or condominium association articles of incorporation, and
 - declaration of protective covenants, deed restrictions or declaration of condominium.
- The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.
11. The following language shall be included as part of the deed restrictions for each lot:
- "Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD)."
12. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule:
- For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.
13. The removal of littoral shelf vegetation (including coxalis) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Sarasota Service Office.
14. For dry bottom retention systems, the retention areas shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
15. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.



Authorized Signature

6/18/2020

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EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analysis shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

ERP General Conditions
 Individual (Construction, Conceptual, Mitigation Banks), General,
 Incidental Site Activities, Minor Systems
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6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

ERP General Conditions
 Individual (Construction, Conceptual, Mitigation Bank), General,
 Incidental Site Activities, Minor Systems
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41.00-023(0304)

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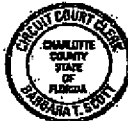
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- 15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
- 16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
- 17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
- 18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
- 19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
- 20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
- 21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
- 22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
- 23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
- 24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
- 25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

ERP General Conditions
 Individual (Construction, Conceptual, Mitigation Banks), General,
 Incidental Site Activities, Minor Systems
 Page 3 of 3



WITNESSED A TRUE COPY OF THE ORIGINAL
 BY: *Barbara Scott*
 DEPUTY CLERK

41,00-023(02/04)

EXHIBIT "E"
TO AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR OAK HARBOUR

Initial Architectural Control Committee Guidelines

PLAT BOOK: 4007, PAGE NUMBER: 1813 INSTR# 2379358 PAGE: 5 OF 37

Oak Harbour -Architectural Guidelines

Oak Harbour

Architectural Guidelines

This document has been prepared by KB Home Fort Myers LLC, the Declarant under the Amended and Restated Declaration of Covenants and Restrictions for Oak Harbour, and KB Home Tampa LLC, its affiliated entity. It is not intended for distribution other than to provide information for Oak Harbour homeowners considering modifications to their homes or Lots. The Architectural Guidelines may only be changed or altered by the Declarant for so long as Declarant owns any portion of the Oak Harbour property, and thereafter by the homeowners association, pursuant to Article 9 of the Declaration.

Oak Harbour -Architectural Guidelines

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I INTRODUCTION

1.1 Welcome to Oak Harbour.

Oak Harbour is a community designed to respect the visual character of its site, alleviate environmental impacts and maximize water and energy conservation principles, all to the extent feasible. In order to preserve and enhance these principles, these Design Guidelines are established to maintain certain standards by which the community may grow and develop.

The Design Guidelines have been revised by Oak Harbour Community Association, Inc. pursuant to the Amended and Restated Declaration of Covenants and Restrictions for Oak Harbour, as amended from time-to-time ("Declaration") recorded in the Public Records of Charlotte County, Florida. The Design Guidelines may be changed and amended to serve the needs of an evolving community pursuant to the procedures set forth in the Declaration and in these Design Guidelines.

The Design Guidelines provide an overall framework to allow the community to develop and progress in an orderly manner, implementing planning concepts and philosophy and any requirements of regulatory agencies. The Design Guidelines include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, mode of landscaping and relevant criteria for the construction and modification of improvements of any type. They also establish a process for judicious review of proposed new developments and changes within the community.

1.2 Governmental Requirements.

It is the responsibility of the Owner to comply with all Governmental Requirements and obtain all necessary permits and approvals from the appropriate federal, state, county or municipal governmental agencies ("Governmental Agencies") before beginning approved work on a project. For example, the Charlotte County may require certain permits, depending on the proposed change, alteration, or addition. The Owner shall provide copies of any such required permits or approvals to the Reviewing Body if so requested.

To the extent that any Governmental Requirement requires a more restrictive standard than those found in these Design Guidelines or the Declaration, the Governmental Requirement shall prevail. To the extent that the Governmental Requirement is less restrictive than these Design Guidelines, or the Declaration, the Declaration and Design Guidelines shall prevail.

1.3 Required Approvals for Modification Activity.

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The Owner is required to submit an application to the Reviewing Body and request review of plans for any Modification Activity prior to beginning the Modification Activity. Modification Activity, includes, but is not limited to:

- Removing of any tree.
- Constructing improvements on a Lot.
- Modifying or adding to existing improvements (other than repainting an improvement in its original color).
- Installing a fountain, pool, spa or other water feature.
- Constructing or installing fences, walls, decks, fireplaces, permanent outdoor barbecue, or other hardscape, such as walks, driveways, paving, brick, masonry, railroad ties, wood trim, concrete, rocks, flagstone or any inert material.
- Landscaping, irrigation, alteration of grades or drainage.
- Placing any object, ornament, monument, statue, sign, or similar accessory on a Lot that is visible from the street or by neighbors, including lighting, flags or lawn ornaments. These guidelines may identify permitted exceptions.

All applications shall be submitted to the Reviewing Body for approval prior to work commencing on the Modification Activity. The fact that similar Modification Activity may exist or have been approved for another site does not automatically set a precedent for other Modification Activity. Beginning or completing the Modification Activity prior to approval by the Reviewing Body does not mean that the approval requirement is waived. An Owner may be required to remove or correct any Modification Activity if not approved.

1.4 Fees. Removed 05/2020 via HOA BOD vote

1.5 Inspections.

The Reviewing Body shall appoint members or representatives to conduct inspections of Modification Activity in progress and completed work. These

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inspections may be conducted after the approval of an application prior to the commencement of work and at completion of work in order to ensure the work is complies with the approved application. The Reviewing

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Body has no obligation to ensure that the work is done in compliance with approved plans or Government Requirements, however.

1.6 Conditions for Commencement of Work.

NO WORK SHALL COMMENCE ON ANY MODIFICATION ACTIVITY UNTIL AN APPLICATION FOR THE WORK HAS BEEN SUBMITTED TO AND APPROVED BY THE REVIEWING BODY.

1.7 Applying for Approvals from Government Agencies.

Unless otherwise expressly approved in writing by the Reviewing Body, prior to submittal of a request for a permit or approval from any Government Agency, the Owner must obtain the approval of the Reviewing Body for the Modification Activity for which the permit or approval will be requested. If the permit or approval from the Government Agency differs from the approval by the Reviewing Body, the Owner must re-submit the proposed change to the Reviewing Body. Unless required by applicable law, approval by a Government Agency shall not bind the Reviewing Body with respect to a permit or approval from the Government Agency which differs from the approval by the Reviewing Body.

2 APPLICATION REQUIREMENTS

2.1 All Applications.

All applications shall include:

2.1.1 Owner Information.

Name of Owner, Lot number, street address, and contact information.

2.1.2 Modification Information.

Appropriate information for the particular type of Modification Activity, as summarized below.

2.1.3 Contractor Information.

Name, street address, and contact information of contractor doing the proposed work, if known.

2.2 Landscaping or Site Work Affecting Landscaping.

Such applications shall include:

2.2.1 Landscape Designer.

Name of any landscape designer involved in preparing the landscaping plans, including street

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address and contact information, if any.

2.2.2 Landscape Plans.

One copy of landscape plans, including (unless otherwise expressly approved by the Reviewing Body):

- North arrow; scale of drawing; existing site features; existing trees (type and diameter at five feet above existing grade); significant shrubs; property lines; adjacent land uses; (examples: residential Lot, common area, lagoon, etc.); and location or edge of streets, walks, walls, fences, houses, service areas, decks, patios, walks and drives. Minimum scale of drawings to be 1 Inch = 20feet.
- Proposed changes to items listed above, including any additional hardscape that Owner desires to install, such as brick, masonry, wood edging, concrete, rocks or other inert materials; and existing plantings to be removed. (Proposed changes should be clearly identified by color, shading, or other contrasting technique). Color pictures, brochures, and color samples of products shall be submitted with application to assist the Modifications Committee in understanding the application.
- Existing site drainage, including drainage structures, direction and slope of flow and any proposed alterations to this drainage.
- Proposed plantings, with plant list and plant key for any abbreviations used, varieties, quantities, sizes and spacing. Locations of proposed trees, shrubs, ground covers, mulching and grassing (clearly labeled). Plant symbol to be to scale and show mature size (diameter) of the proposed plant with a circle. Indicate center of proposed plant with a "+" and the center of an existing plant with an "o".
- Plan for any irrigation system modifications (preferably on a separate drawing) to include location of automatic timer box and any rain sensor, and approximate location of valves, sprinkler heads, irrigation lines and sizes.

2.3 Changes or Additions to Structures.

Such applications shall include:

2.3.1 Architect/Builder.

Name of any architect or builder involved in preparing the proposed plans, including street address and contact information.

2.3.2 Proposed Plans.

One copy of the proposed plans, including (unless otherwise expressly approved by the Reviewing Body):

- Site drawings showing North arrow; scale of drawing; existing site features; trees (type and diameter at five feet above existing grade); significant existing shrubs; property lines; adjacent land uses (examples: residential lot, common area, lagoon, etc.); and location or edge of streets,

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walks, walls, fences, houses, service areas, utility equipment, decks, patios, walks, and drives. Minimum scale of drawings to be 1 inch= 10 feet.

- Existing and proposed floor plan.
- Existing elevation (photograph acceptable) and elevation of any proposed exterior modification. (If Owner has a photograph of another house or a picture from a magazine or brochure such photo does not replace the requirement for plans and details of changes to Owner's property.)
- Proposed material and color samples, including location of proposed use.
- If the change or addition affects the roof or roofline, a roof plan should also be submitted. A building section may be requested depending on the complexity of the change or addition.
- Minimum scale of floor plan, elevation, and sections shall be 1 inch= 1 foot.

2.4 Review Procedure and Notice of Pending Application.

Unless otherwise expressly approved by the Reviewing Body, the Reviewing Body shall review each application without a hearing and based solely on the information contained within the application. An Owner or another Owner affected by the proposed application may request a hearing, but the decision as to whether a hearing shall be granted, and the form of such hearing shall be determined solely by the Reviewing Body. If the Modification Activity is, in the opinion of the Reviewing Body, likely to be controversial or a matter of substantial community interest, the Reviewing Body may require that a notice or sign in form approved by the Reviewing Body be placed on the property for a reasonable time to give notice of the pending application.

Reasonable efforts shall be made by the Reviewing Body to respond to an application within 30 (thirty) days* of receipt of all required information. The decision of the Reviewing Body shall be final on all matters submitted to it.

** Thirty Days starts from the date the Reviewing Body acknowledges receipt of application.*

2.5 Notice of Decision of Reviewing Body.

Upon completion of review by the Reviewing Body, one set of plans shall be returned to the Owner accompanied by a letter indicating the Reviewing Body's decision. The action of the Reviewing Body shall be stated in the following manner:

2.5.1 "Approved."

The entire application submitted is approved in total.

2.5.2 "Approved as Noted."

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The application submitted is partially approved or approved with conditions. An Owner may only proceed with the work to be performed if it complies with all conditions set forth in the letter from the Reviewing Body, or on or in any document enclosed with the letter.

2.5.3 "Not Approved." (Denied)

The entire application submitted is not approved and no work shall commence.

2.7 Effect on Building Permit or Other Government Approval.

If the application for Modification Activity submitted by an Owner requires a building permit or other Government Approval, approval by the Reviewing Body is not a guarantee that such permit or other Government Approval will be approved by the appropriate Governmental Agency. If the appropriate Governmental Agency requires modification to the plans approved by the Reviewing Body, such modifications must also be approved by the Reviewing Body in order for the Owner to proceed with the Modification Activity.

2.9 Effect of Modifications on House Warranties.

Owners are responsible for verifying the effect of any proposed modifications against any existing warranties for nullification concerns.

2.10 Owner Responsibilities.

It is the responsibility of each Owner to comply with all requirements of these Design Guidelines in addition to the Declaration and any applicable Supplemental Declarations.

3 RESIDENTIAL DESIGN GUIDELINES

3.1 Architectural Character.

The Declarant has developed each area of Oak Harbour and each model home with a different plot design style. The original home and plot styles are to be maintained except as approved by the Reviewing Body.

3.2 Architectural Impact on Nearby Property.

Applications for additions to a structure shall be reviewed for proximity to setback lines, impact on drainage and significant buffering foliage, and access for drainage and utilities. Where the Reviewing Body determines that there is a significant adverse impact, the application will be "not approved" or "approved as noted".

3.3 Standards May Vary.

Design or exterior changes appropriate for property in one area may not be applicable to another area.

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3.4 Waiver of Standards.

The Reviewing Body shall have the right, in its sole discretion, to waive, in writing, specific standards as they apply to a particular application if the Reviewing Body determines, in its sole discretion, that such waiver is warranted as a result of special conditions or factors not commonly encountered and such waiver will not have a material adverse impact on these Design Guidelines and the community. Any waiver shall be limited to the maximum extent feasible while responding to the special conditions or factors.

3.5 House Modifications.

3.5.1 Architectural Design.

The architectural design of any and all additions, alterations, repainting, and renovations to the exterior of an existing home shall conform to, or be compatible with, the design of the original home in style, detailing, materials, and color. Any such addition, alteration, or renovation shall be made only after application to, and written approval by, the Reviewing Body.

3.5.2 Wall Height.

All room additions and enclosures shall have a minimum interior wall height from finished floor to the lowest ceiling of the existing structure. Exterior doors shall open to a level structural landing if the step down to resulting grade exceeds 8 inches.

3.5.3 Height of Building.

The height of the roofline of any addition to an existing home shall not be higher than the original roof-line.

3.5.4 Setback Lines.

Setback lines for Oak Harbour are defined by the Declarant and recorded on the applicable Lot plat or stated in the applicable Declaration for the purpose of protecting against overbuilding a property site and imposing improperly on neighboring properties. All additions to homes shall be built within the established setback lines for Oak Harbour, regardless of more lenient requirements of any local Governmental Authority. The minimum setbacks are set forth in part in Exhibit A. If a Lot has more stringent setbacks than those in Exhibit A, more stringent setbacks shall apply.

3.5.5 Allowed Materials.

Unless expressly approved by the Reviewing Body, all materials used in maintenance, repair, additions, and alterations shall match those used in the original construction of the Dwelling Unit as to color, composition, type, and method of attachment. When house, storm or hurricane windows are added or replaced with new materials, the description, trim color and glazing specifications on those materials shall be included with the application for addition or

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replacement to ensure that the long-term appearance will be compatible and will not degrade with long term exposure to the elements. The Reviewing Body may allow substitute materials.

3.5.6 Lot Drainage/Roof Drainage.

When any additions, alterations, or renovations are performed to an existing home, the established Lot drainage shall:

As provided for in the Declaration, no Owner or Resident shall alter the drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without consent of the Owner(s) of the affected property and the Reviewing Body.

All new or altered roofs shall drain to the ground solely within the deeded Lot area. No roof shall drain directly onto a neighboring property. Roof gutter downspouts shall be directed to splash blocks or other impervious surfaces, plastic flexible drain tubes, or to undersurface drainage lines within landscaping.

3.5.7 Slope of Roof.

No alterations or improvements shall be made which provide a roof slope of not less than 3 feet vertical to 12 feet horizontal. All screened areas shall have roof designs with a minimum pitch of 3 feet vertical over a 12-foot horizontal. Pitches can be broken to match the existing house roof, but no screened roof design shall appear as a flat pitched surface from any external elevation. Current dwelling designs will be considered.

3.5.8 Covered Patios.

Homes with a covered patio may later enclose the patio with screening or a combination of windows, doors, and screening approved by the Reviewing Body. Any renovation of a covered patio to a screened patio (or a window/screen combination) or patio addition, extension, etc. shall be made only after application to, and written approval by, the Reviewing Body. Conversion to a conditioned living space may void warranties the Owner has from the Declarant or original builder.

3.5.9 Exposed Rafters.

Exposed rafter type covers shall be approved by the Reviewing Body and shall match the house material and color when the patio is attached or has a common side with the home.

3.5.10 Front Entryway/Porch and Front Courtyard Areas.

Modifications to the front entryway/porch and front courtyard which are visible from the street and are in compliance with Design Guidelines and are aesthetically in harmony with the individual and neighboring properties may be considered for approval. Applications for changes or additions shall meet but are not limited to the following minimum criteria:

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3.5.10.1 Front Door.

Solid color shall be compatible to house colors. Material shall be suitable for front door installations. Storm doors and screens shall be of manmade material (no wood storm doors).

3.5.10.2 Front Area and Courtyard.

Front Courtyards with fence structures are not permitted. No part of the front entry/porch/courtyard shall be enclosed by screen or full walled (floor to ceiling) structure.

3.5.10.3 Decorations.

Decorations attached to walls, on pedestals or suspended from the covered structure are acceptable if any decorative features are in harmony with the property frontal view. All decorations are subject to approval by the Reviewing Body.

3.5.10.4 Decorative Outdoor Furniture.

Decorative furniture shall be in harmony with the frontal view in style and color. The maximum height of the furniture is 3 feet and the maximum width is 5 feet. Furniture may be placed in planting beds, courtyards or on the front porch but no closer than 15 feet to curb.

3.5.10.5 Arbors/Archway/Trellises.

Not permitted in front yards. Arbors, archways and trellises are only permitted in the rear yards if it is not visible and completely concealed from view from the any adjacent streets and from adjoining or adjacent property owners. Furthermore, no arbor, trellis or other similar-type installations shall be installed without the Reviewing Body's prior written approval, which may be reasonably withheld.

3.5.10.6 Pergolas/Gazebos.

Not permitted in front yards. Pergolas and Gazebos are only permitted in the rear yards if they are not visible and completely concealed from view from the any adjacent streets and from adjoining or adjacent property owners. Furthermore, no pergolas, gazebos or other similar-type installations shall be installed without the Reviewing Body's prior written approval, which may be reasonably withheld.

3.5.10.7 Fence/Gates.

Refer to Paragraph 4.6, below.

3.5.10.8 Plantings.

Landscaping in and next to the front entry/porch or courtyard area shall be maintained to present a neat appearance with no overgrowth onto roofs. Plantings may be suspended or

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placed on pedestals or placed in decorative containers with applicable irrigation devices. When decorative and plant items that were previously approved are to be changed to similar items and are in compliance with the Design Guidelines, re-application is not required.

3.5.11 Shutters and Window Boxes.

Upon approval by the Reviewing Body, shutters and/or window boxes may be installed. Shutter design and color and window box design and color shall be complimentary to the home design and overall aesthetic of Oak Harbour.

3.5.12 Hurricane Protective Systems (Hurricane Shutters).

Hurricane Shutters shall be used as a protection system only in the event of an oncoming storm and are not to be confused with decorative shutters. The system may not deviate from the aesthetic look of the homes. The system may not be implemented earlier than 72 hours prior to a storm's arrival and must be removed and stored no later than 72 hours after a storm. Manufacturers' catalog(s) and the selected design as applicable shall be attached when applying through the Reviewing Body.

3.5.13 Flags.

No flag may be displayed on any Unit except as follows: Please see Article XIV Section 7

All flags shall be maintained in good condition and should not be displayed on days when the weather is inclement. Proper lighting is required for nighttime display of the American Flag.

3.5.14 Shade Devices.

Man-made screens and shade devices must appear as an integral part of the building elevation and shall be made of materials that complement the Home. Awnings or any other shading devices shall only be applicable to windows and doorways and not ancillary equipment. Such devices shall be in harmony as to size, style, and color with the house and application to shaded opening. Fabric awnings or similar shading devices are permitted on the rear, side, and front of the home when the color, which must be solid, is muted and consistent with the color of the home, roof, shutters and community-wide standard and approved by the Reviewing Body. The color of the exterior shading devices shall complement the home. Awnings or such other devices shall have a retractable feature, either mechanical or manual, for storage in inclement weather. Fixed awnings are not permitted. Shading devices shall not extend over 10 feet. In the event cleanliness or repair becomes a factor, the Owner will be given 72 hours to correct the problem. If conditions persist, the Reviewing Body will seek corrective action from the Association for the removal or restoration of the awning or shading device.

3.5.15 Pergolas/Gazebos.

The placement of pergola or gazebo structures shall be at least 20 feet from any neighbors Lot line and only in the rear yard. Pergolas and Gazebos are only permitted in the rear yards if they

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are not visible and completely concealed from view from the any adjacent streets and from adjoining or adjacent property owners. Furthermore, no pergolas, gazebos or other similar-type installations shall be installed without the Reviewing Body's prior written approval, which may be reasonably withheld. Application to the Reviewing Body for such pergola, gazebo or other similar type installation shall include the size, materials, and placement on the lot, if said application does not include at a minimum this information, said application shall be denied until required information is provided to the Reviewing Body.

3.5.16 Yard Furniture.

Furniture is permitted in front yards only if it meets the standards for formal decorative furniture as determined by the Reviewing Body. Patio umbrellas are not permitted in front yards, including courtyards. Yard furniture (e.g., lawn chairs, lounges, gliders, tables, and umbrellas) in rear yards shall be placed no closer than 20 feet to the nearest property line unless placed on hardscape material adjacent to the house.

3.5.17 Water Features.

The maximum depth of a water feature (i.e., Koi pond) is 2 feet.

4 LANDSCAPE AND HARDSCAPE GUIDELINES

4.1 Landscaping by the Association.

The Association shall be responsible for maintaining the Area of Common Responsibility as provided in the Declaration. The Association shall also perform such additional maintenance as may be required under any Supplemental Declaration.

4.2 Landscaping for Lots.

Landscaping must be consistent with the following minimum requirements:

4.2.1 Planting Beds

The planting beds that were provided by the developer (or previously approved via the modifications process) may be planted without any approval with any plants from the list of the commonly used plants found in Exhibit C. ~~Any plants other than those need to be approved and then will be added to the list.~~

4.2.2 Commonly Used Plant Material.

Refer to Exhibit C for a list and description of recommended plant materials. Use of artificial flowers or trees anywhere outside the roofed area of the house is prohibited. Use of annual plants in planting beds as described above is acceptable without prior approval.

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4.2.3 Swales.

Plants, flowers, shrubs, and trees shall not be planted in the swale such as to obstruct storm drainage along the side yards of the Lot.

4.3 General Landscaping Criteria.

Basic planting requirements should, at a minimum, address the following areas:

4.3.1 Approvals.

The reviewing body may reject any proposed plant it considers inappropriate.

4.3.2 Permitted Ground Cover.

The ground surfaces of all Lots except that occupied by hardscape or structures shall be covered with a combination of landscaping, sodded grass lawn, planted ground cover, and approved mulch materials as listed in Exhibit B. The sodded grass lawn area shall not be less than 50% of the total ground surface area unless otherwise approved. If a living ground cover is proposed in place of the sodded lawn, approval shall be secured from the Reviewing Body prior to the commencement of work. For the purpose of these Design Guidelines, topsoil or decomposed granite shall not be considered inert material. No artificially colored or painted rock shall be permitted. Ground cover or inert material shall not be used to spell out names, nicknames, names of states, city athletic teams, slogans, states, emblems, geometric patterns, or any other communication.

In order to prevent soil erosion and to maintain positive drainage, the original grades of the Lot shall be maintained during landscape and sod installation. For this reason, a minimum sod buffer of 10 feet on the front curb and rear property line must be maintained as a drainage area. Lagoon top of slope and banks are included in the sod buffer. The Lot Owner shall hold harmless the Developer and Community Association for any property damage, including damage to the house, caused by an alteration of the grades or changes in the drainage patterns in connection with the design, installation, or maintenance of Owner's landscaping done by Owner or hired landscape contractor.

4.3.3 Dead or Diseased Plantings.

Dead or terminally diseased plantings shall be promptly removed and all material resulting from the tree removal must be disposed of properly.

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4.3.4 Restrictions on Paved Cover.

4.3.5.2 Walkways/Driveways.

Walkways may be expanded to a maximum of 48 inches wide including any decorative trim or edging. Other changes to walkways/driveways are limited to approved colors, patterns, texture, coatings and materials.

4.4 Landscape Accessories.

Landscape accessories are any items placed in the Lot that have not already previously discussed in these guidelines. All landscape accessories require approval. Placement and style of all landscape accessories shall be subject to approval on an individual basis consistent with the overall aesthetic scheme of The Oak Harbour. No more than 4 landscape accessories shall be approved on any Lot. No landscape accessory mounted on entryway columns or walls shall be in excess of 18 inches in height. Properties facing streets on two or more sides shall use landscaping to screen accessories. Applicants shall provide landscape plans that incorporate accessories to show how they are shrouded from adjacent property owner views.

4.4.1 Arbors

Arbor construction and installation shall be applied for and approved through the Reviewing Body and are considered a landscape accessory. The placement of arbor structures shall be at least 20 feet from any neighbor's Lot line and only in the rear yard. Arbors are only permitted in the rear yards if they are not visible and completely concealed from view from the any adjacent streets and from adjoining or adjacent property owners. Furthermore, no arbors or other similar-type installations shall be installed without the Reviewing Body's prior written approval, which may be reasonably withheld. Application to the Reviewing Body for such arbor or other similar type installation shall include the size, materials, and placement on the lot, if said application does not include at a minimum this information, said application shall be denied until required information is provided to the Reviewing Body. The maximum size of any arbor shall not exceed the height of 8 feet, the width of 3 feet, and the depth of 2 feet with the wider dimension parallel to the rear Lot line. The arbor shall have approved vegetation, which will be required on the finished product. Application for size, materials, and placement shall be submitted and approved for prior to installation by the Reviewing Body. Vegetation shall be maintained to present a neat appearance with no overgrowth onto roofs or walkways.

4.4.2 Trellises

Trellis construction and installation shall be applied for and approved through the Reviewing Body and are considered a landscape accessory. The placement trellises shall be in a planting

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bed and only in the rear or side yard. The maximum size of any trellis shall not exceed the height of 8 feet, the width of 3 feet, and the depth of 6 inches with the wider dimension parallel to the side or rear Lot line. The placement of a trellis in a side yard planting shall not be more than 2 feet from the wall of the house. The trellis shall have approved vegetation, which will be required on the finished product. Application for size, materials, and placement shall be submitted and approved for prior to installation by the Reviewing Body. Vegetation shall be maintained to present a neat appearance with no overgrowth onto roofs or walkways.

4.4.3 Ground Mounted Landscape Accessories.

Ground Mounted Landscape Accessories may not be in excess of 3 feet in height. Examples include, but are not limited to, low ground flags, statues, sculptures, bird baths, plant stands, potted plants, lawn ornaments, lighthouses, and other miniature structures.

4.4.4 Fountains

Fountains shall be limited in height to 4 feet 6 inches above the natural grade of the Lot. Any fountain shall be of natural material, color, and design, each of which is compatible with the overall architectural theme of Oak Harbour. Fountains shall be permitted in the front yard and rear yard of all residential homes. No more than one fountain shall be permitted in each yard. Fountains shall be subject to review for style and placement.

4.4.5 Bird Houses/Feeders.

Bird houses/feeders shall be placed in rear yard only. Bat houses, butterfly houses, bird houses, and bird feeders shall be designed and placed to be in harmony with the surrounding environment

4.4.6 Holiday Decorative Accessories.

Temporary statues, artifacts, and other holiday decorative landscaping accessories are allowed within a reasonable period of time prior to, during, and after a holiday season, provided that all such items shall be removed 14 days after the holiday.

4.5 Plastic Sheeting.

The use of solid plastic sheeting or polyethylene over ground cover areas will not be permitted. If landscape fabric is used, it must allow the free flow of water, air, and gases to and from the soil. Weed control fabrics may only be used with prior approval of the Reviewing Body. All weed control fabrics must be kept thoroughly covered with a 3 to 4-inch layer of approved mulch material.

4.6 Fencing.

4.6.1 Fence Guidelines.

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All Fencing installed is restricted to the building setbacks as shown on Exhibit A, however, no fencing shall be permitted on an easement. Only the fences described below shall be permitted to be constructed by the Owner. All fencing is subject to approval of the Reviewing Body. Fence material shall be wrought iron, black aluminum or tan PVC. Wood and chain link (or chicken wire or similar) fencing is not permitted.

Wrought Iron/Black Aluminum fences shall be 4 feet in height unless otherwise stated below or required by town, county, and/or state codes. Vertical members of the fence may range 7/8 inch in width to 1 inches in width. Vertical members of the fence shall not be less than 2 inches apart and not greater than allowed by building code. ~~All fences shall have landscaping installed on the outside of the fence and such landscaping shall be installed within 30 days after the fence is completed. Fence installation is considered complete when the fence and gates have been installed and the owner has beneficial use of the fence. Landscaping must include 3 to 5 gallon size plants, as described in Exhibit C, planted at 3 foot intervals along the entire perimeter of the fence.~~ All fences shall be repainted when necessary to maintain original appearance. Wrought Iron/Black Aluminum fences may be used as a perimeter fence. However, the fence must be installed with a maximum origination at the front 1/3 of each side of the dwelling. The fence (Wrought Iron/Black Aluminum may originate from the front 1/3 of each side of the dwelling, as far as the rear 1/3 of each side of the home.

PVC/solid fences may not be any greater than six feet (6') in height, and include a gate that is a minimum of 48 inches in width. PVC fences used as a privacy fence must originate at the rear 1/3 of each side of the dwelling.

Lots that back up to lakes or ponds may not fence in rear yard with solid fence in manner that would block the view of any neighboring home of the lake or pond.

4.6.1.1 Perimeter Fences

All perimeter fences are intended as a 3-sided fence that encloses the sides/rear of the home/yard. All perimeter fences are restricted to building setbacks. Wetland, wooded, or preserve Lots in which the required distance from the rear property line, as stated in Exhibit A, is equivalent to the tree line do not require landscaping at the portion of the fence obscured by the tree line. If the tree line of a wetland, wooded, or preserve Lot is closer to the property line than the required rear property line distance, the rear portion of the fence may be extended to the tree line as long as the fence does not encroach on an easement. Landscaping is not required on the portion of the fence obscured by the tree line.

4.6.1.2 Decorative Fences.

Decorative fences are not permitted at the front entry to create a courtyard. Materials used for decorative fence only include Wrought Iron/Black Aluminum. They may not exceed 4' in height. PVC/Solid fence may not be used as a decorative fence.

4.6.2 Privacy Hedging/Plantings.

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Plantings used for privacy/hedging/screening or landscaping along property lines shall be located or designed to not interfere with swale drainage. No plant or other landscaping may be located on an easement. Plantings must be maintained by the Owner to be aesthetically pleasing to neighboring property owners. (plant overgrowth weed and grass encroachment on neighboring properties shall be controlled).

4.7 Ancillary Equipment.

4.7.1 Window and Roof Mounted Equipment.

Window and roof mounted equipment (including mechanical, air conditioning) shall not be allowed. Supplemental heating and cooling equipment may be installed in walls, and attic ventilation devices may be installed on the roof, with approval of the Reviewing Body. A sound barrier may be required for added equipment.

4.7.2 Exterior Appliances.

Installation of exterior water softeners, water filters, trash or compost containers/piles, gardening storage areas and any hardscape enclosing areas (other than pool/spa and filter equipment described in Paragraph 4.13) are permitted with adequate screening.

4.7.3 Interior Water Treatment.

All interior water treatment systems shall be connected to the sewage system.

4.7.4 Antennas, Aerials, and Satellite Dishes.

No antenna, aerial, satellite dish, or other device for the transmission or reception of television, or radio (including amateur or ham radios) signals of any kind will be allowed outside the Dwelling Unit, except those antennas whose installation and use is protected under Federal law or regulations (generally, certain antennas under one meter in diameter) provided that an application for such an antenna or other device shall be submitted to the Reviewing Body and such application will only be approved if:

4.7.4.1 Visual Impact.

The antenna or other device is designed to assure the minimal visual intrusion possible (i.e., is located in a manner that minimizes visibility from the street and preserves the community wide standard); and,

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4.7.4.2 Compliance.

The antenna or other device complies with the maximum extent feasible with these Design Guidelines within the confines of applicable Federal regulations, i.e., without precluding reception of a quality signal, or unreasonably increasing the cost of the antenna or device. The applicant shall provide reception readings taken by the installer or self for potential locations, which make the antennae least visible. The following are preferred locations:

- Rear of the house, below the ridgeline.
- Rear of the house attached to the roof or the fascia.
- Side of the house, toward the rear, attached to the roof or fascia.
- Side of the house, toward the rear, attached below the eave.
- Ground mounted, rear yard painted and screened with shrubs.
- Ground mounted, side yard, toward the rear yard, painted and screened with shrubs.

4.7.5 Mechanical Equipment.

Mechanical equipment or other service areas such as utility boxes shall be screened and allow for access to equipment for servicing.

4.7.6 Roof Top Decorations.

Roof top decorations, cupolas and application of non-functional articles other than lighting, ventilating, and antennas mentioned above are prohibited. Any changes to the rooftop design must be submitted in detail with the application.

4.7.7 Exterior Sound Emitting Devices.

Any exterior sound emitting devices (speakers, sound players, insect/animal repellants/chasers, chimes, etc.) shall not create an audible nuisance to the neighbors.

4.8 Trash Containers.

Trash shall be stored in covered containers, which shall be kept in the garage, except when they are being made available for collection, and shall be subject to any restrictions in the Declaration or Rules and Regulations promulgated pursuant to the Declaration.

4.9 Signage.

4.9.1 General Limitations.

Posting of Signs of any kind, except those required by law, such as posters, circulars, billboards, "For Sale", "For Rent", open house direction signs or other commercial signage shall not be displayed on a Lot, house (inside or outside), vehicle, or common area.

4.9.2 No Soliciting Signs.

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Residents shall be permitted to post "no soliciting" signs near or on the front door, or in the front yard near the entrance to a courtyard. Such "no soliciting" signs shall be professionally prepared (no hand lettering) and shall not be exceed 1 foot in height above grade if placed in the ground. Any such sign shall not exceed a size of 36 square inches (i.e., 3 inches by 12 inches) whether placed in the ground, on the front door or in a window near the front door.

4.9.3 Security System Signs.

Residents shall be permitted to post a sign from a security/alarm company providing services to such Resident or the home. One single-sided small security/alarm sign may be placed in the front yard where it is visible to persons approaching the house, and a sign may also be placed in the windows of the home. The sign shall be professionally prepared (no hand lettering) and shall not exceed 2 feet in overall height from finished grade and/or 72 square inches in size (i.e., 8 inches by 9 inches) if placed in the ground; or exceed 16 square inches in size (i.e., 4 inches by 4 inches) if placed in a window. The sign shall be located within the setback criteria set forth in Exhibit A for such homes.

4.9.4 Exemption.

Notwithstanding the above, Declarant and its authorized designees shall be allowed to install any sign(s) necessary for purposes connected with the development of Oak Harbour and/or as may be described in the Declaration.

4.10 Other Prohibited Exterior Features.

The following features shall be prohibited from use in Oak Harbour:

- Clothes lines or clothes poles that are visible from the street or neighbors
- Window A/C unit
- Above ground swimming pools
- Storage buildings, garages, or sheds
- Dog houses and other animal dwellings not identified in Paragraph 4.4.3
- Dog runs and other fencing or enclosures for pets

4.11 Lighting.

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The Owner is required to submit an application to the Reviewing Board for review for all exterior lighting modifications. No exterior lighting shall be permitted that constitutes a nuisance or hazard to any Owner or Resident.

4.11.1 landscape/Walkways.

Illumination of landscaping (36 inches high or less), as well as for walks and driveways shall be accomplished with low wattage fixtures, ground mounted. Decorative low voltage/solar light fixtures for low-level landscape and path lighting are permitted. Fixtures shall be installed and maintained in a vertical position. A maximum quantity of 12 low-voltage or solar lights may be installed in front yards. A maximum quantity of 12 low-voltage or solar lights may be installed in rear and side yards (combined).

4.11.2 large Bushes/Trees.

Illumination of large bushes and trees may be accomplished with standard or low voltage (flood or spot) light fixtures, ground mounted and aimed vertically upward.

4.11.3 Spotlights/Floodlights.

Exterior spotlight and floodlight fixtures shall be either non motion or motion detector fixtures. Exterior spotlight and floodlight fixtures location(s), other than the original construction of the dwelling location(s), require approval of the Reviewing Board.

4.11.4 Holiday lighting.

Holiday lighting and decorations will be permitted so long as the lights and decorations are unobtrusive, are installed only during the appropriate season, and are removed within 14 days after the holiday.

4.11.5 lampposts.

lampposts (measured to the top of lighting fixture) shall not exceed 80 inches in height. A lamppost may have no more than two globes. Globes shall not create a lighting nuisance to surrounding properties. A lamppost is not considered a landscape accessory.

4.11.6 Fence/Building Mounted.

Exterior fence or building mounted light fixtures, including motion detector, spotlights and floodlights shall conform to the architecture of the house and be subject to approval of the Reviewing Body. Any enclosure of a light fixture shall be designed to conceal the lamp (bulb) and to direct the light downward.

4.11.7 landscape Requirements.

Junction boxes shall be placed below grade to minimize day-time visibility of the hardware.

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4.12 Mailboxes.

Mailboxes other than as installed by, or with the express permission of, Declarant or any alterations thereto, shall be subject to review by the Reviewing Body and may not be permitted under applicable governmental regulations. The color, size, appearance, and location of the mailboxes installed by Declarant shall be preserved and shall not be altered unless approved by the Reviewing Body, except that lettering with the address of the Owner may be affixed to the mailbox without obtaining approval from the Reviewing Body. Costs for replacement and/or maintenance of multiple use mailbox posts shall be shared by the Owners of the mailboxes mounted. Replacement mailboxes and posts are allowed and shall conform to existing standards as represented by mailboxes previously installed by the Developer. All mailbox replacements are subject to approval from the Reviewing Body.

4.13 Pools, Spas, and Water Features.

Above-ground spas and hot tubs are permitted in the rear yard, and only if surrounded by a screen enclosure or sunroom.

For approval of in-ground pool, in-ground spa, or water feature excavation, the Owner shall submit all plans to the Reviewing Body for approval prior to commencing excavation. In most cases, it may be necessary to obtain approval from the appropriate Governing Authority. It will be necessary for a licensed and insured contractor to evaluate feasibility and manage the installation of pools and spas.

A fence or screen structure shall be constructed around in-ground pools and in-ground spas in accordance with the provisions of these Guidelines. Pool/spa mechanical equipment shall be positioned adjacent to the house and obscured from view with shrubs or other landscape preclude features.

The excavation site shall be well maintained for safety purposes. Attention shall be given to the grading and drainage to prevent erosion.

4.14 Outdoor Kitchens.

Outdoor kitchens and built-in barbeques shall be placed in the rear yard only, adjacent to the house or patio and shall not extend laterally past the side wall of the house. The exterior surround shall match the color and finish of the house walls. Homeowners installing cooking equipment under a patio roof or inside a screen or glass enclosure should consider requirements for exhaust ventilation. Installation of roof mounted equipment is not permitted in accordance with Paragraph 4.7.1.

5 REVIEWING BODY SUBCOMMITTEES.

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The Reviewing Body may, as it deems necessary, establish and abolish subcommittees of the Reviewing Body relating to the performance of specific duties to assist the Reviewing Body. Any authorized agent of the Reviewing Body, or of any Subcommittee established by the Reviewing Body, shall be authorized to perform the plan review and inspection of Lots required pursuant to these Design Guidelines. The operations and procedures of a Reviewing Body Subcommittee shall be established by the Reviewing Body upon its formation.

The Reviewing Body Chairman shall appoint all members of a Reviewing Body Subcommittee. At least one Reviewing Body member shall be a member of the Reviewing Body Subcommittee. That member shall act as Chairman of the subcommittee. Appointees to the Reviewing Body Subcommittee need not be architects, owners, lessees, or residents and do not need to possess any special qualifications of any type except such as the Reviewing Body may, in its discretion, require. The Chairman will have authority to dismiss or replace Subcommittee members.

6 ENFORCEMENT OF GUIDELINES AND REVIEWING BODY ACTIONS.

In the event of a violation of these Design Guidelines or any decision of a Reviewing Body, the Declarant or the Board may take any enforcement action authorized by the By-Laws or the Declaration.

Any changes or amendments to the Design Guidelines shall only apply to construction and modifications commenced after the date of such amendment. Changes shall not require modification or removal of structures previously approved once the approved construction has commenced. However, changes to, or replacement of, previously approved projects SHALL comply with the Guidelines in effect at the time of the new modification application.

7 AMENDMENTS TO DESIGN GUIDELINES.

The Board of Directors shall have the authority to amend or change the Design Guidelines. Any amendments, modification or supplements shall apply to construction and modification commenced after the date of such amendment only and shall not require modification or removal of Modification Activity previously approved once the approved construction or modification has commenced.

8 INTENTIONALLY OMITIED

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9 EXHIBIT A - BUILDING SETBACKS

The building setbacks described below are applicable to Oak Harbour and recognized by the Reviewing Body. Notwithstanding any other provision of law, all building setbacks shall meet these requirements, except for such buildings which are built by Declarant pursuant to approvals obtained from Charlotte County, as applicable.

Front Yard:	30 feet
Side Yard:	10 feet
Side Yard facing Street:	20 feet
Rear Yard:	20 feet
Rear Yard Pool/Patio/Accessory Setback	20 feet

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11 EXHIBIT B - APPROVED INERT MATERIALS

Approved inert landscape materials shall include bark, hardwood mulch, rock and/or stone of naturally pigmented color (i.e., as found in native form), rubber, and other materials as may be approved by the Reviewing Body from time to time. Determination of whether a material is acceptable for inclusion in any specific situation shall be made by the Reviewing Body and shall be in writing.

Approved inert driveway, sidewalk, and porch paving, covering and coating materials shall include concrete, brick, other previously installed surfaces, and other materials that may be found to be acceptable.

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12 EXHIBIT C- COMMONLY USED PLANT MATERIALS

Large Trees Suitable for Southwest Florida Landscapes

Small Trees
Suitable for Southwest Florida Landscapes

Large or Accent Shrubs (5-7 Gallon)
Suitable for Southwest Florida Landscapes

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Medium Shrubs (3-5 Gallon)
Suitable for Southwest Florida Landscapes

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13 EXHIBIT D-DEFINITION OF FRONT, REAR & SIDE YARD

PROPERTY UNE

