

This Instrument prepared by:
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WESTHAVEN AT GATEWAY**

THIS DECLARATION is made this 17th day of DECEMBER, 2018 by WCI Communities, LLC, a Delaware limited liability company, (the "Declarant") for itself and its successors, grantees and assigns.

PREMISES:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" to this Declaration, and desires to create thereon a residential community of Townhomes.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Community, and to create a corporate entity to which will be delegated and assigned the powers of administering and enforcing this Declaration maintaining the Common Areas and insuring the Properties, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has created, under the laws of the State of Florida, a corporation not for profit known as Westhaven at Gateway Homeowners Association, Inc., for the purpose of exercising the aforesaid functions;

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within Westhaven at Gateway by deed, easement, or otherwise to the Association (which must accept the same) or a CDD, or both for the purpose or maintenance, landscaping, drainage, recreation or other purposes for the use and benefit of owners and their families, tenants, guests and invitees.

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit "A" to this Declaration, as it may be amended from time to time, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. All provisions of this Declaration shall be equitable servitudes which run with the land, and which bind and inure to the benefit of all present and future owners of Lots and Townhomes. The acquisition of any ownership interest in the Properties, or the lease, occupancy, or use of any portion of a Townhome, shall constitute an acceptance and ratification of all provisions of this Declaration as amended from time to time, and indicate agreement to be bound by its terms.

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1. DEFINITIONS. Certain words and phrases used in this Declaration and its recorded exhibits shall have the definitions, the meanings stated below, unless the context clearly requires otherwise.

1.1 "Architectural Control Committee" or "ACC" means the committee described in Section 5 of this Declaration.

1.2 "Association" means Westhaven at Gateway Homeowners Association, Inc., a Florida corporation not for profit, organized or to be organized under Chapters 617 and 720, Florida Statutes.

1.3 "Board" means the Board of Directors of the Association.

1.4 "CDD" means and refers to the Gateway Services Community Development District, a community development district organized and existing pursuant to the authority of Chapter 190, Florida Statutes.

1.5 "CDD Property" means any and all real property and improvements which the CDD either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term "CDD Property" shall include systems, facilities and services that the CDD may acquire, construct, maintain and finance over the years (which constitute projects or infrastructure improvements) which may or may not be owned by the CDD.

1.6 "Common Areas" means all portions of the Properties exclusive of the Lots, including all parcels or tracts dedicated to the Association on any subdivision plat of the Properties.

1.7 "Community" means all real property comprising Westhaven at Gateway and the improvements thereon.

1.8 "Master Association" means The Gateway Greens Community Association, Inc., a Florida corporation not for profit, which is responsible for the operation of the Gateway Greens Community.

1.9 "Master Declaration" means that certain Declaration and General Protective Covenants for Gateway Greens Community recorded in Official Records Book 1977, Page 1367, et seq., of the Public Records of Lee County, Florida, including any exhibits and supplements and amendments thereto, all as amended and supplemented from time to time.

1.10 "Community Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standards may be more specifically determined by the Architectural Control Committee.

1.11 "County" means Lee County, Florida.

1.12 "Declarant" means WCI Communities, LLC, a Delaware limited liability company, hereinafter referred to as the "Declarant". Wherever either term is used in this Declaration, or in the Articles or Bylaws of the Association, it shall always be deemed to include any successor in interest to the Declarant's development rights and obligations.

1.13 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Westhaven at Gateway, as amended from time to time.

1.14 "Family" or "Single Family" means any one of the following:

(A) One natural person.

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

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

1.15 "Governing Documents" means collectively this Declaration, the Articles of Incorporation and Bylaws of the Association and any rules and regulations adopted by the Association. If there is conflict in the interpretation of the Governing Documents, the order of priority shall be the same as the order in which they appear in this Section 1.15.

1.16 "Guest" means a person who is physically present in, or occupies a Townhome Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.17 "Institutional Mortgagee" means the holder of a mortgage against a Lot or Townhome Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any other institutional lender providing financing of acquisition, development or construction, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot or Townhome which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Townhome.

1.18 "Lease" means the grant by an Owner of a right to occupy the Owner's Townhome Unit for valuable consideration.

1.19 "Lot" means one or more of the numbered platted parcels of land as shown on any subdivision plat for Properties, upon each of which a Townhome Unit has been, or is intended to be, constructed. Wherever "Lot" is used, it shall be interpreted as though it was followed by the words "and the Townhome Unit constructed thereon," unless the context clearly requires another meaning.

1.20 "Occupant" when used in connection with a Townhome Unit, means a person who is physically present in the Townhome Unit on two or more consecutive days, including staying overnight. "Occupy" means the act of being an occupant.

1.21 "Owner" or "Member" means a person who is the record owner of legal title to any Lot upon the Properties, including Declarant.

1.22 "Primary Occupant" means the natural person approved for occupancy, together with that person's family, when legal title to a Townhome Unit is held in the name of more than two persons, or by a Director or a corporation or other entity which is not a natural person, as further provided in Section 14.1 below.

1.23 "Properties" or "Property" means all real property which is subject to this Declaration, and includes both Common Areas and Lots.

1.24 "Rules and Regulations" means the administrative rules and regulations governing use of the Common Areas and procedures for operating the Association and the Properties, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.25 "Service Charge" means a fee or charge against one or more Owners, Lots or Townhome Units for any service, material or combination thereof which may be provided by the Association for the use and benefit of the Owner on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Association on behalf of the Owners accepting or receiving such material or service shall be a service charge against the Lots or Townhome Units so benefitted. The Owner(s) are deemed to agree to such assessment by subscribing, requesting, or accepting the material or service.

1.26 "Temporary" or "Temporarily" means not more than thirty (30) days in any period of six (6) consecutive months.

1.27 "Townhome Unit" means any or all of the residences which will be constructed on the Lots, each designed for use and occupancy as a single-family residence. Wherever the term is used, it shall be interpreted as though it was followed by the words "and the Lot on which it is constructed," unless the context clearly requires another meaning.

1.28 "Westhaven at Gateway" means, and is the name of, the Properties.

2. CONTINUING DEVELOPMENT. The Properties are being developed by the Declarant into Lots intended for "zero lot line" cluster housing. This is not a Condominium. Rather, this is a townhome product intended to be fee simple. Areas of the Community may be under development for an extended time. Incident to the development process, the quiet enjoyment of the properties may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Declarant and others may present to the public certain renderings, plans, and models showing possible future development of the Community. Declarant does not warrant in any way the accuracy of these renderings, plans or models. They are primarily schematic and do not represent a guaranteed final development plan of the Community.

3. ASSOCIATION MEMBERSHIP VOTING RIGHTS. Every Owner of record legal title to a Lot or Townhome Unit within the Property shall be a Member of the Westhaven at Gateway Homeowners Association, Inc. as further defined in Section 3.1 below. The Declarant shall hold Declarant membership

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as provided for in Section 3.1(B) below. Membership is appurtenant to, and may not be separated from, ownership of a Lot or Townhome Unit. The rights, powers, duties and privileges of members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

3.1 Classes of Membership and Voting Rights. The Association will initially have two (2) classes of voting membership, as follows:

(A) **Class A.** Class A Members shall be all those Owners of Lots or Townhome Units as defined in Article 3 above, with the exception of the Declarant (as to Declarant, as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one(1) vote for each Lot in which they hold the interests required for membership as defined in Article 3 above.

(B) **Class B.** The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus one hundred (100) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A Members. The Class B Membership shall cease and terminate when all of the Lots ultimately to be included within The Properties have been sold and conveyed by Declarant (or its affiliates) to the purchasers of the Townhomes (i.e., Class A Members) located thereon or sooner at the sole election of Declarant, or as required by law, (whereupon the Class A Members shall be obligated to elect the Association's Board of Directors and assume control of the Association).

3.3 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "B."

3.4 Bylaws. The initial Bylaws of the Association shall be the Bylaws as attached as Exhibit "C" to this Declaration, as they are amended from time to time.

3.5 Delegation of Management. The Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance of the Common Areas, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents and pursuant to Sections of Chapter 720, Florida Statutes (2018), as amended.

3.6 Board of Directors. Except as expressly otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

3.7 Association as Owner of Lots. The Association has the power to purchase Lots and Townhome Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors. However, if at any time the Association owns two (2) or more Lots, it may not purchase any more Lots without the prior approval of a majority of the voting interests.

3.8 Members. Every person or entity who is a record owner of a fee simple interest in any Lot shall be a Member of the Association. Membership is appurtenant to, runs with, and shall not be separated from, the real property interest upon which membership is based. The burden of notifying the Association of a change of membership shall be borne by the new Member; and the Association shall not be required to recognize a change of membership until the new Member furnishes satisfactory proof of ownership.

3.9 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and primary occupants. A copy of the up-to-date roster shall be available to any owner upon request.

3.10 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Areas, and certain parts of the Townhome Units, the Association is not liable to Owners for property damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

3.11 Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation and the Bylaws. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of an individual owner or class of Owners to bring any action which may otherwise be available.

3.12 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Governing Documents, the Association must obtain the prior approval of at least two-thirds (2/3rds) of the voting interests before paying or obligating itself to pay legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) the collection of assessments;
- (B) the collection of other charges which Members are obligated to pay;
- (C) the enforcement of the Governing Documents;
- (D) the enforcement of the rules and regulations of the Association;
- (E) in an emergency, when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association or its Members; or
- (F) filing a compulsory counterclaim.

3.13 Official Records. The official records of the Association shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access. This requirement may be complied with by having a copy of the official records

available for inspection or copying within the Community. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

4. ASSESSMENTS. The Association has the authority to levy assessments to pay common expenses. Common expenses include the expenses of the operation, maintenance, repair, replacement, or protection of the Common Areas and Association property, the expenses of insurance for the Association and/or Directors and officers; the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as common expense by this Declaration or the Bylaws. If the Association enters into a contract for bulk service cable television, the cost of a duly franchised cable television service obtained pursuant to a bulk contract shall be a common expense.

4.1 Covenants to Pay Assessments. Declarant, for each Lot within the Property, hereby covenants, and each subsequent owner of a Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Lot's share of annual assessments based on the annual budget of common expenses adopted by the Association;

(B) the Lot's share of special assessments for Association expenditures not provided for in the annual budget; and

(C) any special charge against one or more Lots specifically authorized in this Declaration or the Bylaws.

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The obligation to pay the assessments provided for herein commences as to each Lot on the day of the first conveyance of the Lot to an Owner other than the Declarant, except that no Lot shall be subject to assessment until a certificate of occupancy or like authorization has been issued by the County as to the Townhome Unit located on the Lot. The annual assessments, special assessments and special charges, together with interest, late payment fees, costs, and reasonable attorney's fees, shall be the personal obligation of the owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance of title to a Lot, voluntary or otherwise, the new Owner shall be jointly and severally liable with the previous Owner for all unpaid assessments and charges coming due prior to the time of such conveyance, without prejudice to the right of the new Owner to recover from the previous owner any such amounts paid by the new Owner. Except as provided in Section 4.3 below as to the Declarant, and in Section 4.8 below as to certain persons acquiring title through foreclosure, or deed in lieu of foreclosure, of a first mortgage, no Owner may be excused from the payment of assessments and charges unless all Owners are similarly excused.

4.2 Share of Assessments. Each Lot and its Owner(s) are liable for a share of all annual and special assessments levied by the Association, which share shall be a fraction of the whole, the numerator of which is the number "one" (1) and the denominator of which is the actual number of Lots in the Community.

4.3 Declarant's Obligation to Pay Assessments and Share for Lots Owned By It. As provided under Florida Statute Section 720.308(1)(b), while the Declarant is in control of the Association, it will be excused from payment of its share of the operating expenses and assessments. During this time the Declarant shall instead be obligated to pay all Association expenses actually incurred which exceed assessments receivable from all other Owners and other income of the Association. Such difference (if any), shall not include the cost of funding reserves for operating expenses, depreciation, capital expenditures or deferred maintenance. After this period, the Declarant shall have the same responsibility to pay assessments on Lots with completed Townhomes for which a certificate of occupancy has been issued as any other Owner. Notwithstanding any term set out herein to the contrary, the Declarant, in its sole and unbridled discretion, expressly reserves the right to "opt-out" of its Declarant obligation, and upon submitting written notice to the Association of its decision to "opt-out", the Declarant agrees to pay assessments on all Lots with completed Townhome Units for which a Certificate of Occupancy has been issued and which are owned by Declarant as of the date the assessment accrues and which have been submitted to this Declaration. The decision as to whether the Declarant has or has not opted out of this Declarant obligation shall have no effect on the turnover date.

4.4 Establishment of Liens to Secure Payment. Any and all assessments and charges levied by the Association, together with interest at the highest rate allowed by law, and other costs and collection (including, but not limited to attorney's fees) are hereby declared to be a continuing lien upon the Lot and Townhome Unit against which each such assessment or charge is made. The lien relates back to the date of recording this Declaration, and is superior to any homestead rights any owner may acquire. No Owner may exempt himself from personal liability, or release the Lot owned by him from the liens and charges hereof by waiving the use and enjoyment of the Common Areas, or by abandoning the Townhome Unit. The lien is perfected by recording a Claim of Lien in the Public Records of the County, setting forth the amount and due date of each unpaid assessment or charge. To be valid the Claim of Lien must be signed by an officer or authorized agent of the Association, and must contain the legal description of the Lot. A recorded Claim of Lien secures payment of all assessments or charges due at the time of recording, as well as all assessments or charges coming due subsequently, including all interest, late payment fees, attorney's fees and costs incident to the collection process, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by the Claim of Lien, the party making payment is entitled to a satisfaction.

4.5 Priority of Liens. The Association's lien for unpaid charges, assessments and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall relate back to the date the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

4.6 Collection of Assessments. If the Owner of any Townhome Unit fails to pay any charge or assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any

or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on the unpaid amount, from the date payment is due until paid, at the highest rate allowed by law, as well as to impose a late payment fee of up to five percent (5 %) of the delinquent amount. This fee shall not be considered a "fine" as provided for in Section 13.3 below, and the procedural requirements for levying fines shall not apply to the imposition of late payment fees.

(B) To accelerate the due date for any and all remaining unpaid installments of the annual assessment against the Owner's Townhome Unit for the fiscal year.

(C) To file an action in equity to foreclose its lien. Unless otherwise required by law, the lien may be foreclosed by an action in the name of the Association in the same manner as provided in Section 720.3085 of the Florida Statutes, as it may be amended from time to time, for the foreclosure of liens upon a lot for unpaid assessments and charges.

(D) To bring an action at law for a money judgment against the owner, without waiving any lien foreclosure rights. The Association may refuse to accept any tendered payment that bears a restrictive endorsement, and such will be the equivalent of no payment. Payment by check is not deemed received until the check has cleared.

4.7 Exempt Property. The following property shall be exempt from payment of assessments:

(A) All Common Areas;

(B) Any property conveyed, sold or dedicated to and accepted by any governmental authority or public utility. Such property shall also be exempt from payment of CDD Levies; and

(C) COD Property;

4.8 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgage of a first mortgage of record including any successor who actually received a valid assignment of the first mortgage acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for the share of common expenses or assessments attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title as required by Section 720.3085, Florida Statutes as amended from time to time. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, 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. All other parties acquiring title shall be responsible for all past due assessments owed by the previous Owner.

4.9 Certificate as to Assessment, Mortgagee Questionnaires. Within ten (10) business days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and monies owed to the Association by the Lot

Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge a fee not to exceed the maximum permitted by law to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge a fee not to exceed the maximum permitted by law (in addition to any charge for an estoppel letter) plus attorney's fees for doing so.

4.10 Initial Capital Contribution. The first purchaser of each Lot or Townhome Unit at the time of closing of the conveyance from the Declarant to the purchaser shall pay to the Declarant an initial capital contribution. The funds derived from capital contributions shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Unless subsequently adjusted by the Declarant, the amount of the Initial Capital Contribution shall be initially set as \$300.00.

4.11 Assessments under the Master Declaration. The Property is subject to the Master Declaration and, and each Lot is subject to the terms and provisions of the Master Declaration. Each Owner, by virtue of taking title to a Lot, shall become a member of the Master Association and agrees to pay all assessments levied from time to time by the Master Association. Each Owner of a Lot shall be obligated to pay the assessments at the times and in the manner provided for in the Master Declaration to the Master Association.

4.12 Gateway Services Community Development District. Each Owner, by virtue of taking title to a Lot, is a member of the CDD and agrees to pay all assessments and charges levied from time to time by the CDD.

5. ARCHITECTURAL AND AESTHETIC CONTROL. The Declarant is seeking to create a community of architecturally harmonious townhomes. Among the techniques employed to accomplish this result is the use of certain carefully chosen colors for exterior paint and roof materials. In order to protect the integrity of the development plan and preserve the values of the Townhome Units, after the initial construction of the Townhome Units by the Declarant, no Owner shall make any material change whatsoever in the exterior color of any portion of his Townhome Unit or any appurtenant structure, nor in the color or style of roofing materials used on the Townhome Unit or appurtenant structure, without prior written approval of Architectural Control Committee of the Association (the "ACC"). Except for the initial construction of Townhome Units and related improvements by the Declarant, no building, structure or other improvement shall be erected or altered on any Lot, nor shall any grading, excavation, landscaping, or other work which in any way materially alters the exterior appearance of any structure, Lot or Common Area be performed without the prior written approval of the Board of Directors, as well as the ACC. In obtaining the written approval, the Owner, or any other person applying, shall comply with all applicable requirements and procedures of the Governing Documents. Refusal to approve proposed changes may be based on purely aesthetic reasons. The membership, term of office, composition, compensation (if any), qualifications and procedures of the ACC shall be as provided in the Bylaws of the Association.

5.1 Exemption. Notwithstanding anything to the contrary, the provisions of this Article 5 shall not apply to the Declarant, who are hereby exempt from all requirements of Article 5.

6. APPURTENANCES; PROPERTY RIGHTS; EASEMENTS.

6.1 Appurtenances to Each Lot. The Owner of each Lot has certain rights and obligations appurtenant to such ownership, including without limitation the following:

(A) Membership in the Association, and the right to cast one (1) vote in Association affairs, which rights shall be acquired and exercised as provided herein, and in the Articles of Incorporation and the Bylaws of the Association.

(B) The non-exclusive right to use the Common Areas for the purposes intended, subject to the restrictions and limitations provided in the Governing Documents.

(C) Beneficial ownership of an undivided share of the assets and common surplus of the Association equal to the Owner's share of liability for the assessments levied by the Association as set forth in Section 4.2 above. The ownership of an undivided share of the common surplus does not entitle the Owner to a distribution of the common surplus.

(D) Membership and voting rights in the Master Association, and the non-exclusive right to use Master Association common areas, subject to the restrictions and limitations provided in the Master Declaration.

(E) Other appurtenances as may be provided in the Governing Documents. The appurtenances to a Lot and Townhome Unit automatically pass with the title, whether separately described or not, and cannot be separated from the title to the Lot and Townhome Unit. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Townhome Units.

6.2 Use and Possession. An Owner is entitled to exclusive use and possession of his Lot and Townhome Unit. An Owner is also entitled to non-exclusive use of the Common Areas in accordance with the purposes for which they are intended, but no use of any Lot, Townhome Unit or Common Area may unreasonably interfere with the rights of other Owners or residents. No Lot or Townhome Unit may be sub-divided or any part separately sold, leased or otherwise transferred. The portions of the Common Areas not used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as common, subject to recorded restrictions and regulation by the Association. These easements shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(A) The right and duty of the Association to levy assessments against each Lot for the upkeep, maintenance, repair or betterment of the Common Areas and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board. No such easement shall materially interfere with the rights of the owners to use the Common Areas for the purposes intended.

(C) The right of an Owner to the non-exclusive use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, and to his tenants, guests and invitees, subject to regulation from time to time by the Association.

6.3 Title to Common Areas. On or before ninety (90) days from the date when owners other than the Declarant first elect a majority of the Board of Directors, the Declarant shall convey the Common Areas to the Association and/or other responsible parties such as the Master Association or CDD by Quit Claim Deed, and such party shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. From the date this Declaration is recorded, the Association shall be responsible for the maintenance and operation of the Common Areas, and any improvements and personal property thereon. The Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that the Declarant elects to build.

THE ASSOCIATION AND THE MEMBERS ARE OBLIGATED TO ACCEPT TITLE TO THE COMMON AREAS AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE, WHEN CONVEYED TO THE ASSOCIATION BY THE DECLARANT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DECLARANT DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN, THE COMMON AREAS AND FACILITIES.

6.4 Partition; Separation of Interests. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall the Declarant, or any Owner or any other person acquiring any interest in the Community, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Lot and Townhome Unit owned in co-tenancy. The ownership of any Lot and the ownership of the Townhome Unit constructed thereon may not, however, be separated or separately conveyed, nor may any person who does not have an ownership interest in at least one Lot and Townhome Unit hold membership in the Association.

6.5 Easements. Each of the following easements and easement rights is established, granted and reserved in, over, under, across, through and upon the Properties and is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Properties. Any lien encumbering these easements shall automatically be subordinate to the rights of the owners with respect to such easements. Each Lot shall be subject to an easement in favor of all other portions of the Properties for the location of utilities, for the location of, and access for the operation, maintenance, repair and replacement of plumbing, electrical, mechanical and HVAC equipment (including but not limited to air conditioning compressors, conduits, lines, and other apparatus) which may be situated on certain lots but serves neighboring lots, for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of party walls, and

shared structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving the Properties.

(A) Utility and other Easements. The Association has the power, without the joinder of any owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Properties, and to relocate any existing easements in any portion of the Properties, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Properties. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

(B) Encroachments. Not for any reason other than the intentional act of the Owner or the Association, any Townhome encroaches upon any of the Common Areas, upon any other Lot, or any Common Area encroaches upon any Lot, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and Occupant, their respective Guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Areas as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Areas as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

(D) Drainage. A perpetual, non-exclusive easement shall exist in favor of Declarant, Association, Master Association, and their employees or other designees for the use of drainage areas established throughout the Community, and an easement for ingress, egress, and access to enter any portion of the Community in order to construct, maintain or repair, as necessary, any drainage areas and facilities thereon and appurtenances thereto, specifically including without limitation, access over and across portions of the Common Areas by utility companies to utilize such areas for facilities for the transporting of treated effluents for irrigation purposes. No structure, landscaping, or other material shall be Placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section or the use rights set forth elsewhere in the Governing Documents.

(E) Construction; Maintenance.

(1) The Declarant and its agents, employees and contractors, shall have the right to enter the Properties and take any action reasonably necessary or convenient for the purpose of completing the construction and maintenance thereof, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the owners of their property.

(2) Easements over, under, across and through the Property are hereby expressly granted to the CDD, the Master Association and the Association for the purpose of making any repairs or replacements or performing any maintenance or reconstruction provided for or required by this

Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed.

(F) Sales Activity. The Declarant and its agents, employees and contractors, shall have an easement to use, without charge, any Townhome Units owned or leased by it, and the Common Areas (including, but not limited to, all amenities and/or recreational facilities), in order to establish modify, maintain and utilize, as it and they deem appropriate, model Townhome Units and sales and other offices. Without limiting the generality of the foregoing, the Declarant and its designees, may show model Townhome Units or the Common Areas to prospective purchasers or tenants, erect signs on the Properties, and take all other action helpful for the advertising, marketing, sale, lease and promotion of the Properties. Neither the Association nor its Members shall interfere in any manner with the Declarant's right to develop, advertise, market, and construct Lots and Townhome Units within this Community.

(G) The easements and rights described in (E)(1) and (F) above shall terminate upon the sale and closing of all Townhome Units to purchasers other than a successor Declarant.

6.6 Assignment of Easements. The easements and easement rights reserved hereunder to the Declarant may be assigned by the Declarant in whole or in part to the Association, any town, county or state government or agency thereof, or duly licensed or franchised public or private utility, or any other designee of the Declarant.

7. GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT.

7.1 Establishment: Powers. The Gateway Services Community Development District ("CDD"), has been established as contemplated by and in accordance with Chapter 190, Florida Statutes. Each Dwner hereby acknowledges that the Property lies within the boundaries of and is subject to the jurisdiction of the CDD. The CDD has been granted all general powers authorized pursuant to Section 190.011, Florida Statutes and the special powers described in Section 190.012(1), Florida Statutes. The CDD may provide and operate certain infrastructure facilities and community development services and has the authority to levy and collect fees, rates, charges, taxes and assessments ("CDD Levies") to pay for, finance and provide such facilities and services. These CDD Levies pay for the principal and debt service, acquisition, construction, operation, and/or maintenance costs of certain public facilities within the CDD. The CDD Levies for principal and debt service relating to acquisition and/or construction of systems and facilities for basic infrastructure are hereinafter referred to as "Capital Assessments". The CDD Levies for operation and maintenance are hereinafter referred to as D&M Assessments". The D&M Assessments are set annually by the Board of Supervisors of the CDD. These CDD Levies are in addition to county and all other taxes and assessments provided for by law. These CDD Levies will either appear on the annual real estate tax bill for each property Owner in which case they will be payable directly to the Lee County Tax Collector or they will appear on a separate bill issued to each Dwner by the CDD. All CDD Levies constitute a lien upon those portions of the Property owned by any Dwner. The CDD may be responsible for, without limitation, stormwater management (drainage control), the surface water management system, water and sewer utilities, landscaping around the exterior and the entrance road, arterial street lighting and arterial landscape lighting, all landscaping and certain Common Areas, the force main and water mains, and wetland mitigation, and the creation and preservation of environmental upland

enhancements, within or outside of the Community. Other services may be added to or removed from CDD's responsibilities in Declarant's and/or CDD's sole and absolute discretion.

7.2 Taxes and Assessments.

THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS WILL EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND WILL BE PAYABLE DIRECTLY TO THE LEE COUNTY TAX COLLECTOR, OR WILL APPEAR ON A SEPARATE BILL ISSUED TO EACH OWNER BY THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT.

BY ACCEPTANCE OF A DEED TO A RESIDENTIAL TOWNHOME UNIT AND/OR SITE, OR ANY INTEREST THEREIN, EACH OWNER HEREBY AGREES (I) TO PAY ANY AND ALL FEES, CHARGES, TAXES AND ASSESSMENTS IMPOSED BY THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT WITH RESPECT TO THE OWNER'S TOWNHOME UNIT, (II) TO ABIDE BY ALL OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT'S REGULATIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME, AND (III) TO DISCLOSE IN WRITING TO ANY SUBSEQUENT PURCHASER OF THE OWNER'S TOWNHOME UNIT THAT SUCH PROPERTY IS WITHIN THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, THE FUNCTION OF THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT AND THAT SUCH PURCHASER SHALL BE SUBJECT TO GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT ASSESSMENTS.

7.3 Issuance of Bonds. The COD has the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bonds may be funded by non-ad valorem taxes on all the taxable property within the District, or by the imposition of rates, user fees, special assessments, or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

7.4 CDD Levies. CDD Levies consist of Capital Assessments and O&M Assessments as previously defined. Capital Assessments are imposed to secure bonds issued by the CDD. Each Owner agrees, by acceptance of a deed or other instrument conveying title to any Lot or Townhome Unit or any other portion of the Property, for itself, its successors or assigns, to pay any and all CDD Levies imposed by the CDD with respect to the Lot or Townhome Unit or other portion of the Property owned by such Owner and to abide by all of the CDD's rules and regulations, as may be amended from time to time, all in accordance with Chapter 190, Florida Statutes.

7.5 CDD Property Becoming Common Area. If Declarant determines that it is in the best interest of the Properties for any of the CDD property to become Common Area, and if Declarant, the Association and the CDD all determine that such property should be conveyed to the Association, the CDD shall convey to the Association fee simple title to those portions of the CDD property which are to become Common Area.

7.6 Common Area Becoming CDD Property. If Declarant determines, subject to any governmental requirements, that it is in the best interests of the Properties for any portion(s) of the Common Area to be owned and/or administered by the CDD, rather than by the Association, such portions of the Common Area shall cease to be Common Area, even if they have already been conveyed to the Association, and shall thereafter be considered CDD property, even if legal title has not been deeded to the CDD. When a part of the Property becomes CDD property, the expenses of administration and maintenance shall cease to be Association Expenses. If required by law, or if deemed by Declarant to be in the best interests of the Properties, the Association shall convey to the CDD the legal title to any Common Area which becomes CDD property.

8. MAINTENANCE, IMPROVEMENTS, AND OTHER OBLIGATIONS OF THE ASSOCIATION, OWNERS, MASTER ASSOCIATION, AND CDD. The responsibilities for the maintenance, repair, replacement and/or reconstruction of the Property is divided between the Association, Owners, Master Association, and the CDD.

8.1 Maintenance and Other Obligations of the Association.

(A) Maintenance of Common Areas. Except as otherwise provided herein, the Association shall be responsible for:

(1) maintaining, repairing and replacing any and all improvements constructed on the Common Areas, including without limitation all landscaping, utility easements dedicated to the Association, landscaping located within the rights of way, berms or any landscaping easement which is owned by or runs in favor of the Association, recreational areas, the mail kiosk facility, any fences or perimeter walls near the boundary of the Property, drainage structures, utility lines, light fixtures, and other structures;

(2) where the Common Areas are contiguous to the right-of-way of a road, the Association shall maintain all landscaping (if any) between the Common Areas and the pavement within such right-of-way; and

(3) operating, maintaining, repairing, replacing and/or reconstructing an underground irrigation distribution system for and pertaining to the Property, with responsibilities for lines, pipes and facilities ceasing at the boundary of a Lot (with the Owner being responsible for operating, maintaining, repairing, replacing and/or reconstructing all irrigation lines, pipes and facilities within the boundaries of the Owner's Lot).

The Association shall obtain the written approval of the ACC before making any material alterations or substantial additions to the Common Areas.

(B) Maintenance of Lots and Townhomes. The Association shall be responsible for:

(1) maintenance (including, mowing, fertilizing, watering, irrigation system, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed in the Lot as part of the initial construction on the Lots, specifically excluding any enclosed courtyard, patio or other area not readily accessible from outside the dwelling;

(2) painting of all exterior painted portions of any Townhome Unit, including any garage, garage door, exterior walls, exterior doors, shutters, fascia on the dwelling, and any fence or perimeter walls erected along the Lot boundaries as part of the original construction on the Lots or any replacement thereof ("Boundary Fences");

(3) caulking of the exterior portions of all windows and doors;

(4) clean, repair and/or replacement of the roofs (including shingles and roof decking, but no roof trusses) of Townhome Units, including the garages;

(5) pressure cleaning as determined by the Board from time to time, but not more than once per year of front sidewalks, exterior front steps, roofs, and the exterior walls of all Townhome Units and garages;

(6) repair and replacement of any boundary fences originally installed by Declarant;

(7) repair or replacement of any damaged garage door and exterior door hardware, not including any garage door openers; provided, however, the cost of such repair/replacement shall be assessed against the Owner of the Lot as a Special Charge Assessment; and

(8) repair or replacement of any lamp post(s) and mail kiosk originally installed by Declarant, whether on a Lot or in the Common Area.

The Association shall not be responsible for any maintenance or repairs to any glass surfaces, any screening, anything contained within any Townhome Unit, including any garage, or courtyard, or any landscaping, improvements, or modifications added or made to any Lot after the conveyance of the Lot by Declarant.

All other portions of the Lots (and the improvements located thereon) shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair and replacement, as

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necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot) and all landscaping located in the rear of the Lot.

Once a Certificate of Occupancy ("CO") or a temporary Certificate of Occupancy is issued for any Townhome Unit within a building, the Association shall then be responsible for obtaining and maintaining insurance on the entire building in accordance with the coverage set forth in Article 10.

8.2 Maintenance and Other Obligations of the Owners.

(A) Maintenance of Lots and Townhomes. Each Owner must maintain his or her Lot, including, without limitation, all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the "Community-Wide Standard" as determined by the ACC, and any, other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Association pursuant to this Declaration or any Amended Declaration or additional covenants applicable to such Lot. In addition, each Owner shall maintain the sidewalk and landscaping located between the boundary of such Owner's Lot and the back-of-curb of any roadway lying adjacent to the boundary of his or her Lot, unless the Association or Master Association assumes all or part of such maintenance responsibility, and then only to the extent not assumed by the Association or Master Association.

8.3 Maintenance and Other Obligations of the Master Association. The Master Association shall be responsible for operating, maintaining, repairing, replacing and/or reconstructing any and all:

(A) roads and road rights-of-ways, roadway traffic control devices and signs, access control gates, street lights, pavement, sidewalks, curbing, and monuments serving the Community in whole or in part; and

(B) signage intended for and/or identifying the Property.

(C) Notwithstanding the foregoing, if the Master Association fails to undertake its duties and obligations under this Section 8.3, the Association, following written notice to the Master Association of the deficiency in maintenance under this Section 8.3 and the Master Association failing, within thirty (20) days following receipt of such notice to correct such deficiency, then the Association shall have the right, but not the obligation, to undertake necessary activities to correct the deficiency, and the costs and expenses thereof shall constitute common expenses of the Association.

8.4 Maintenance and Other Obligations of the CDD. The CDD shall be responsible for operating, maintaining, repairing, replacing and/or reconstructing any and all:

(A) the potable water and sanitary sewer systems and structures serving the Community.

(B) Notwithstanding the foregoing, if the CDD fails to undertake its duties and obligations under this Section 8.4, the Association, following written notice to the CDD of the deficiency in maintenance under this Section 8.4 and the CDD failing, within twenty (20) days following receipt of such notice to correct such deficiency, then the Association shall have the right, but not the obligation, to undertake

necessary activities to correct the deficiency, and the costs and expenses thereof shall constitute common expenses of the Association.

8.5 Surface Water Management Systems. The Association shall be responsible for the operation and maintenance of all surface water management systems, ditches, swales, and inlets in the Community as permitted under South Florida Water Management District. Copies of the permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.

All surface water management systems within Westhaven at Gateway which are accepted by or constructed by the Association, excluding those areas (if any) normally maintained by the CDD, will be the ultimate responsibility of the Association, which may enter a Lot and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore proper water management. The cost shall be a common expense of the Association. Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any storm management systems, without first obtaining the necessary permits from all governmental agencies having jurisdiction.

(A) No structure of any kind shall be constructed or erected in or on, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area or areas intended for the accumulation of runoff waters, without the specific written permission of the Association.

(B) No Owner or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefore are hereby specifically reserved and created.

(C) No Lot, Tract or Common Area shall be increased in size by filling in any water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention, drainage, or drainage easement areas, that have been or may be created.

(D) All Stormwater Management Systems, excluding those areas (if any) maintained by the CDD, will be the ultimate responsibility of the Association. The Association may enter any Lot or Tract and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost shall be an expense of the Association.

(E) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Stormwater Management Systems, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including South Florida Water Management District.

(F) The Association shall be responsible for collecting assessments for the operation, maintenance and, if necessary, replacement of the Surface Water Management system, as further provided in this Section 8.5 of the Declaration.

8.6 Enforcement of Maintenance. If the Owner of a Townhome Unit fails to maintain it as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot, with or without consent of the Owner. The Association may repair, replace, or maintain any item which constitutes an immediate hazard to other property or residents, or which has a material adverse effect on the appearance of the Community. Any expenses so incurred by the Association shall be assessed against the Owner, together with reasonable attorney's fees and other expenses of enforcement.

8.7 Negligence; Damage Caused by Condition in Townhome Unit. The Owner of each Townhome Unit shall be liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or intentional action by that of any member of his family or his guests, employees, agents, or lessees, only to the extent that such expense is not met by proceeds of insurance. Each owner has a duty to maintain his Townhome Unit, and the personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Townhome Units, the Common Areas or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other Townhome Units, the Common Areas, Association property or property within other Townhome Units, the Owner of the offending Townhome Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Townhome Units involved is not occupied at the time the damage is discovered, the Association may enter the Townhome Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

8.8 Alterations and Additions. Funds necessary for material alterations or substantial additions to the Common Areas by the Association may be levied as special assessments by the Association only upon prior approval by a majority of the whole Board of Directors and approval by two-thirds (2/3rds) of the voting interests present and voting at a meeting called for the purpose. Prior to the commencement of any such project relating to the Common Areas or to the buildings, the Association shall obtain the written approval of the Master Association and ACC, to the extent necessary. However, if changes that are necessary to enable the Association to perform its legal duty to protect, insure, maintain, repair or replace the Properties also happen to constitute material alterations or substantial additions, no prior approval by the Owners is necessary.

8.9 Pest Control. The Association may elect to supply pest control services for the inside of each Townhome Units, with the cost thereof being part of the common expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of other Townhome Units, in which case the Owner must either permit the Association's pest control company to enter his Townhome Unit, or employ a licensed pest control company of his own selection to enter his Townhome Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. In all events, the cost of pest control provided by the Association is a common expense, so the election of an owner not to use the service will not reduce the Owner's assessments.

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

9. PARTY WALLS.

9.1 Definition. Any wall which by definition includes any utility lines or facilities within the wall, which is built as part of the original construction of any Townhome Unit subject to this Declaration and placed

on the dividing line between adjoining Townhome Units and Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 9.1, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

9.2 Cost of Repairs. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who share the wall.

9.3 Weatherproofing. Notwithstanding any other provision of this Section 9, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, or to infestation by termites or other injuries, agencies or elements, shall bear the whole cost of furnishing the necessary protection against such elements.

9.4 Contribution. The right of any Owner to contribution from any other Owner(s) under this Declaration shall be appurtenant to the land and shall pass to such Owner's successors in title.

9.5 Binding Arbitration. Any dispute concerning a party wall shall be submitted to arbitration under Chapter 682, Florida Statutes. Each party shall choose one arbitrator, and the arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

10. INSURANCE OF TOWNHOME UNITS, BUILDINGS AND OTHER LOT IMPROVEMENTS. Even though this development is not a residential condominium, it is the Declarant's intent that the Association will obtain and maintain insurance as though this development was created and developed as a residential condominium under Florida law. In order to adequately protect the Association and its Members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1 By the Owner. Each Owner is responsible for obtaining and maintaining a standard HO6 condominium unit owners insurance policy insuring his own Townhome Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the Owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance. In addition to the foregoing, each Owner shall be required to purchase loss assessment protection at the maximum available coverage amount.

10.2 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage as though this was a residential condominium governed by Chapter 718 of the Florida Statutes, as amended from time to time and under these documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self insure. Once a Certificate of Occupancy (CO) or temporary Certificate of Occupancy has been issued for any Townhome Unit within a building, the Association shall then be responsible for obtaining and maintaining insurance on the entire building in accordance with this Article 10.

10.3 Required Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the individual Lots, as well as all association property, in such amounts, and with

such deductibles, as is determined annually by the Board of Directors to be reasonable in the exercise of its good business judgment, such insurance to afford at least the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "all risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner. The Association's liability coverage does not extend to accidents, injuries or deaths occurring inside Townhome units.

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

(D) Statutory Fidelity Bond.

10.4 Hazard Insurance. Every hazard insurance policy issued or renewed shall provide primary coverage for:

(A) all buildings or other Lot improvements as initially installed on a Lot or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the building was developed and the Townhome Unit was initially conveyed; and

(B) all portions of the property for which this Declaration requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "building(s)", or "other lot improvements," or any other term found in this Declaration which defines the scope of property or casualty insurance that this Association is required to obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Lot and serve only one Lot and all air conditioning compressors that service only an individual Lot, whether or not located within the Lot boundaries.

Every hazard insurance policy issued or renewed to an individual Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Owner providing such coverage shall be without rights of subrogation against the Association. All real or personal property located within the boundaries of the Owner's Townhome Unit which is excluded from the coverage provided by the Association as set forth above shall be insured by the individual Owner.

10.5 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners. Some of the more common options include:

(A) Flood insurance.

(B) Broad Form Comprehensive General Liability Endorsement.

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- (C) Directors and Officers Liability.
- (D) Medical Payments.
- (E) Leakage, seepage and wind-driven rain.
- (F) Endorsement for loss by operation of local ordinance.

10.6 Description of Coverage. A detailed summary of the coverages included in the Community policies, and copies of the Community policies, shall be available for inspection and copying by Owners or their authorized representatives upon request.

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

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

(A) Mortgagee. If a mortgagee endorsement has been issued as to a Lot, the shares of the mortgagee and the Owner shall be as their interests appear. No mortgagee shall have the right to require application of insurance proceeds to any mortgage it may hold against a Townhome Unit, unless insurance proceeds on account of damage to that unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.

(B) Deductibles. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion to the amount each party's loss bears to the total.

10.9 Distribution of Proceeds. Insurance proceeds from Association policies shall be distributed to or for the benefit of the Lot Owners in the following manner:

(A) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(B) Cost of Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be paid to defray the Costs of reconstruction. Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial Owners, remittances to Townhome Unit Owners and their mortgagees being paid jointly to them.

(C) Failure to Repair or Reconstruct. If it is determined in the manner elsewhere provided here in that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds on

account of that damage shall be distributed to the beneficial Owners, remittances to Townhome Unit Owners and their mortgagees being payable jointly to them.

10.10 Association as Agent. The Association is hereby irrevocably appointed as agent for each Townhome Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Community.

11. REPAIR OR RECONSTRUCTION AFTER CASUALTY. If any part of any Townhome Unit or Lot improvements which are covered by the Association's insurance policy is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1 Damage to Townhome Unit Interiors. Where loss or damage occurs within the interior of one or more Townhome Units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged Townhome Unit(s) in shares. The Owner(s) of the damaged Townhome Unit(s) interior shall be responsible for reconstruction and repair, and no other person, including the Association, is liable for the cost thereof in the absence of legal fault.

11.2 Damage to Buildings or Other Lot Improvements Covered by the Association's Insurance Policy. Where loss or damage occurs to any Townhome Units or other Lot improvements which are covered by the Association's insurance policy, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

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

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the building or other Lot improvements which are covered by the Association's insurance policy, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares of the common expenses for the deficiency. Such special assessments need not be approved by the Owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

11.3 Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and reconstruction come first from insurance proceeds; if there is an excess of insurance proceeds left in the funds held by the Association after the payment of all costs of repair, and reconstruction, such balance shall be distributed to all unit owners, pro rata.

11.4 Equitable Relief. In the event of damage to the Townhome Unit or other Lot improvements which are covered by the Association's insurance policy which renders any Townhome Unit uninhabitable, if repairs and reconstruction are not begun and completed within a reasonable period of time, the Owner of the uninhabitable Townhome Unit may petition a court for equitable relief. For purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within twelve (12) months following the damage or destruction, and is completed within twelve (12) months thereafter.

11.5 Plans and Specifications. Any repairs or reconstruction must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the units, by the ACC, and by the primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space

of any Townhome Unit without the consent of the Townhome Unit Owner and his institutional mortgagee, if any.

12. GENERAL COVENANTS AND USE RESTRICTIONS.

12.1 Residential Use. Each Townhome Unit shall be occupied by only one family and its temporary guests at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Townhome Unit. No person may publicly advertise the address of a Townhome Unit as the address of any business. The use of a Townhome Unit as a public lodging establishment shall be deemed a business or commercial use. This Section 12.1 shall not be construed to prohibit any Townhome Unit occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Townhome Unit, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Townhome Unit. Such uses are expressly declared customarily incident to residential use. This Section 12.1 is, however, intended to prohibit commercial or business activity by an Owner which would noticeably change the residential ambiance of the Community, or make it obvious that a business is being conducted, Such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, or by employees and business associates, or by customers and clients.

(A) Time Sharing and/or Web-Based Short Term Rentals (AirBnb; VRBO). No Townhome Unit or any portion of the Community shall be subject to any type of time sharing, fraction sharing, or similar program whereby the right to exclusive use of the Townhome Unit or a portion of the Townhome Unit rotates among members of the program on a fixed or floating time schedule over a period of years. Web-based short term rentals of all or a portion of any Townhome Unit is strictly forbidden. In addition, advertising anyone's Townhome Unit on any web-based short term rental platform shall be considered a violation of this use restriction.

12.2 Occupancy of Townhome Unit when Owner is not in Residence. An Owner may occasionally allow family, friends or business associates in reasonable numbers to temporarily occupy his Townhome Unit in his absence. This provision is not intended to allow any Owner to use his Townhome Unit as short-term transient accommodations for several individuals or families. The Owner must register all guests with the Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The Owner is responsible for the conduct of his guests. When the Owner is not in residence, no more than six (6) overnight occupants are allowed at any time.

12.3 Leasing. Townhome Units may be leased, with the minimum allowable lease period being thirty (30) consecutive days or one calendar month, whichever is less. No Townhome Unit may be rented or leased more than three (3) times in any twelve (12) month period. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions:

(A) The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require.

(B) No more than six (6) overnight occupants are allowed in a leased Townhome Unit.

(C) No subleasing or assignment of lease rights is allowed.

(D) No one but the lessee and the lessee's spouse if any, and their unmarried children, who live with their parents, may occupy the Townhome Unit during a lease.

All of the provisions of the Governing Documents and the Rules and Regulations of the Association pertaining to use and occupancy of the Townhome Units shall be applicable to and enforceable against any person occupying a Townhome Unit as a lessee or guest, to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING TOWNHOME UNITS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A TOWNHOME UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

12.4 Nuisance. No Member shall use or permit a Townhome Unit to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Townhome Unit or which would not be consistent with the maintenance of the highest standards for the first class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Townhome Unit and the Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly or offensive activity shall be carried on upon any Lot or in any Townhome Unit, nor shall any owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

12.5 Temporary Structures. Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent. Notwithstanding the foregoing, PODs and similar containers and home renovation storage containers may be parked or stored on a Lot Owner's driveway on a temporary basis only as defined and otherwise specified by the Board or ACC from time to time. In no event shall the time for PODs, similar containers and home renovation storage containers exceed five (5) days unless the Board agrees otherwise.

12.6 Signs. In order to maintain an attractive community, no sign, banner, advertisement or poster (including "open house", "for sale" or "for rent" signs) shall be exhibited, displayed, inscribed, painted, or affixed, in, on or upon any part of the Properties. This provision includes signs inside of Townhome Unit windows or the windows of motor vehicles. This Section 12.6 shall not apply to signs used by Declarant or its agents to market Townhome Units owned by Declarant.

12.7 Appearance; Refuse Disposal. Each Owner shall keep his Lot and Townhome Unit free of trash and debris and shall reasonably maintain his Townhome. Personal property of residents shall not be left on the lawns or landscaped areas outside the Townhome Units. Trash, garbage or other waste intended for curbside garbage collection must be kept in appropriate solid containers having a lid and must be stored within the garage of a Townhome Unit. Trash or garbage containers shall only be placed outside of the Townhome Units on the morning of collection and shall be removed the same evening. Porches, and lanais shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

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12.8 Maintenance. The Declarant shall care for unimproved Lots within the Properties at its expense, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary to keep the Lot in reasonable order. The Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Lot owner is given no less than five (5) days notice of the Association's intent to do so, which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of the Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Association's attorney fees and other costs in connection with the lien and foreclosure.

12.9 Awnings and Windows. Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval and control of the ACC.

12.10 Fences. No fence, wall, hedge or other physical and visual barrier shall be erected in the Common Areas or a Lot, except as originally installed by Declarant, or as approved by the ACC.

12.11 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by the Declarant. Maintenance and repair of all driveways, parking and other paved parking facilities shall be the responsibility of the Association. Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

12.12 Water Supply; Wells; Water Rights. Each Townhome Unit shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Westhaven at Gateway. No Owner may install or operate a private well for any reason, including operation of a water source heat pump.

12.13 Landscaping. All landscaping, including without limitation, trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Association. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the ACC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Townhome Unit and the Townhome Unit's privacy walls, unless approved by the ACC.

12.14 Pets. Each Townhome Unit may house up to three (3) animals, which may only be domestic cats and/or dogs, unless such animals are of a breed prohibited by County, City or any other ordinance. Notwithstanding the foregoing, pit bull and pit bull mix dogs or other recognized aggressive breeds of dogs shall be prohibited regardless of size or weight. A pit bull or pit bull mix dog is defined as any dog that, in the sole and exclusive discretion of the Board, has the appearance and characteristics of being predominantly and commonly referred to as a "pit bull" regardless of the opinion of any veterinary doctor. Any Owner who keeps or maintains any pet, in exchange for and in consideration of the privilege to keep the pet, hereby indemnifies and holds the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet. Association may prohibit other breeds of dogs that the Board considers dangerous in its sole discretion. Further, each Townhome Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Owners. Pets shall not be allowed on or about the Common Areas except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Properties. No pets or other animals

shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Association or in any way causes any damage to the property. Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Townhome Unit and pets permanently housed in a Townhome Unit.

12.15 Parking and Vehicular Restrictions.

(A) Owners and Occupants of Townhome Units shall be limited to a maximum of two (2) vehicles per Townhome Unit, it being the intent that no more than a total of two (2) vehicles may be parked, stored, or kept at each Townhome Unit.

(B) Overnight parking of any vehicle on a street within Westhaven at Gateway is prohibited, and no vehicles shall be parked on any portion of the Common Areas (including swales and roadways) except to the extent, if at all, a portion(s) of the Common Areas is designated for such purposes as a parking lot or parking area.

(C) Owners' automobiles shall be parked in the garage or driveway. Each Townhome Unit will have a garage. Garage doors shall be kept in the closed position except when not in use for ingress and egress.

(D) No vehicle which cannot operate on its own power shall remain on Westhaven at Gateway for more than twelve hours, except in the garage of a Townhome Unit. No repair, except emergency repair, of vehicles shall be made within Westhaven at Gateway, except in the garage of a Townhome Unit.

(E) No commercial vehicle as defined in Section 12.5(E)(1) below, vehicle with commercial writing on its exterior, trailer, mobile home, motor home, recreational vehicle, camper, truck, as defined in Section 12.5(E)(2) below, with camper top, tractor-trailer (or tractor or trailer), motorcycle, all-terrain vehicle, boat or watercraft trailer or similar vehicle or equipment shall be parked outside, kept or stored overnight on any Lot or in any street within the Community. Notwithstanding the foregoing, the vehicles and equipment described in this paragraph may remain overnight on a Lot, provided they are kept in an enclosed garage.

(1) "Commercial Vehicle" means any vehicle from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tools, racks, saddle racks, or elements of a commercial nature or otherwise indicates a commercial use.

(2) "Truck" means a vehicle with any sort of weight capacity which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless, if such vehicle has a cover or top for the cargo-carrying area, it shall be a Truck. However, "pick-up trucks", sport utility vehicles and minivans with a cargo capacity of one (1) ton or less that are not commercial vehicles are permitted to be parked in the driveway of the Lot.

(3) This Section does not apply to police vehicles, which shall not be deemed commercial vehicles.

(4) In addition to any other exemptions from the provisions of this Section stated otherwise, this Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by Declarant or the Association.

12.16 Antennas, Radio Equipment and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, Placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the ACC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the ACC. An approved flagpole shall not be used to mount an antenna. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment. This Section 12.16 shall not apply to the Declarant or its agents to market Townhome Units owned by Declarant.

12.17 Declarant Exemption. Declarant may undertake the work of constructing improvements on the Common Areas, Lots, and Townhome Units. The completion of that work and the sale, rental and other disposal of Townhome Units are essential to the establishment and proper function of the Community. In order that said work may be completed and the Community established as a fully occupied community as quickly as possible, no Owner or the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(A) Prevent Declarant, or its contractors or subcontractors, from doing on any property owned by it whatever they determine to be necessary or advisable in connection with the completion of said work, including, but not limited to, the alteration of such construction plans and designs as Declarant deem advisable in the course of development.

(B) Prevent Declarant, or its representatives, from erecting, constructing and maintaining on any portion of the Property owned or controlled by Declarant, or its contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its business or of completing said work and establishing the Community as a residential community and disposing of the same by sale.

(C) Prevent Declarant from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Common Areas.

(D) Prevent Declarant, or its contractors or subcontractors, from maintaining such sign or signs, sales offices, offices, construction trailers, or models on any portion of the Properties owned or controlled by it as may be necessary in connection with the sale, lease or other marketing of Lots or Townhome Units.

13. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner, and all guests, tenants and occupants of Townhome Units, shall at all times comply with Chapter 720,

Florida Statutes, the Governing Documents, and the rules of the Association. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Each Member and the Member's tenants, guests, and invitees, and the Association, are governed by, and must comply with, this Chapter 720, the governing documents of the Community, and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions, including but not limited to the Association's obligation to maintain the Common Areas, may be brought by the Association or by any member against:

(A) The Association;

(B) A Member;

(C) Any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and

(D) Any tenants, guests, or invitees occupying a parcel or using the Common Areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section does not deprive any person of any other available right or remedy.

13.1 Enforcement Action. Judicial enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.2 Self-Help Remedies. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

13.3 Suspension of Common Area Use Rights; Fines. The Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use Common Areas and facilities, and may levy reasonable fines, not to exceed the amount allowed by law, against any Member or any tenant, guest, or invitee.

(A) In addition to the means of enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Lot or Townhome Unit, an Owner, or his guests, relatives or lessees in the event of a violation of the provisions of this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association regarding the use the Properties. Each such violator and the Member shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days' notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, Bylaws, or Rules which have been allegedly violated; and a short and plain statement of the

matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per violation, per day. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine for a continuing violation may not exceed Five Thousand Dollars (\$5,000.00). The payment of fines shall be the ultimate responsibility of the Member, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees. Unless otherwise provided by Section 720.305, Florida Statutes, a fine of One Thousand Dollars (\$1,000.00) or more may become a lien against the Lot or Townhome Unit.

(B) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due if such action is authorized by the Governing Documents.

(C) Suspension of common area use rights shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(D) Collection of Fines. A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may be the subject of a late payment fee

(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such Owner.

14. TRANSFERS OF OWNERSHIP OF TOWNHOME UNITS. In order to foster a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Townhome Units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Townhome Unit by an Owner other than the Declarant shall be subject to the following restrictions, which each Owner covenants to observe:

14.1 Forms of Ownership.

(A) One owner. A Townhome Unit may be owned by one natural person who has been approved as provided herein.

(B) Co-ownership. Co-ownership of Townhome Units is permitted. However, if the proposed co-owners are other than husband and wife, the Board shall condition its approval upon designation of one of the approved co-owners as "primary occupant," and the use of the Townhome Unit by other persons shall be as though the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 14.

(C) Ownership by Corporations or Trusts. A Townhome Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided

for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Townhome Unit may be used as short term transient accommodations for several individuals or families. The approval of a Director, or corporation or other entity as an Owner shall be conditioned upon designation of one natural person to be the "primary occupant", and the use of the Townhome Unit by other persons shall be as though the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 14. No more than one such change will be approved in any twelve-month period.

(D) Life Estate. A Townhome Unit may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Member from such Townhome Unit, and occupancy of the Townhome Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

14.2 Transfers. Notwithstanding anything contained in this Declaration to the contrary, the Association through its Board of Directors shall have the right, but not the obligation, to approve all transfers of ownership. If the Board chooses to exercise its right to approve transfers of ownership, the Association shall approve all transfers pursuant to the following provisions:

(A) Sale or Gift. No Owner may effectively convey title to a Lot or Townhome Unit or any interest therein by sale or gift without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his right to occupy or use the Townhome Unit shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the decedent's lawful spouse or related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, his right to occupy the Townhome Unit shall be subject to the approval of the Association under the procedure outlined in Section 14.3 below.

14.3 Procedures.

(A) Notice to Association.

1. Sale or gift. An Owner intending to make a sale or gift of his Townhome Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name, and address of the proposed purchaser or donee and such other information as the Board may reasonably require.

2. Devise, Inheritance, or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Townhome Unit following the procedures provided in this Declaration.

3. Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(B) Board Action; Approval. Within twenty (20) days of receipt of the required notice and all information requested, but not later than sixty (60) days after receipt of the notice, whichever occurs first, the Board must approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee or the closing agent if the Board neither approves or disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval.

(C) Disapproval.

1. The Board may disapprove a transfer of ownership only if a majority of the whole Board so votes, after receiving a written opinion of counsel that such disapproval is for a good cause. Only the following shall be deemed to constitute good cause:

a. The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Properties;

b. The person seeking approval has a history of disruptive behavior or an attitude of disregard for the rights and property of others, as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, Owner or occupant of a Townhome Unit in Westhaven at Gateway; or

c. The person seeking approval failed to provide the information and appearance required to process the application in a timely manner or concluded the transaction without obtaining approval.

14.4 Exception. The provisions of Sections 14.2 and 14.3 do not require Association approval of transfers of ownership by the Declarant, or of the acquisition of title by any acquirer who acquires title through an institutional mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Association approval is required for a purchaser from such mortgagee.

14.5 Unapproved Transfers. Any sale or transfer which is not approved pursuant to the terms of this Declaration shall be void or voidable unless subsequently approved by the Board.

15. DECLARANT'S RIGHTS AND DUTIES. As long as the Declarant holds any Lots in the Community for sale in the ordinary course of business, the following shall apply, notwithstanding any other provisions to the contrary.

15.1 Declarant's Use. Until the Declarant has completed all of the contemplated improvements and has sold all of the Lots in the Community neither the owners nor the Association, nor their use of the Lots and Common Areas shall unreasonably interfere with the completion of the contemplated improvements or the sales of Townhome Units. The Declarant may make any use of the unsold Lots and the Common Areas as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales office, display of signs, leasing Townhome Units, and showing the Properties to

prospective purchasers. The Declarant also reserves the right to lease back one or more Townhome Units for use as "hospitality suites", providing short term guest accommodations for prospective purchasers or other business guests of the Declarant.

15.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Declarant set forth in the Governing Documents may be assigned by the Declarant to any successor declarant, without the consent of any other owner or any holder of a mortgage secured by any Lot. In the event of such assignment, the assignee shall assume such rights, powers and duties, and the assignor shall be relieved of further liability or obligation to the extent of the assignment. In the event of the foreclosure of any mortgage owed by the Declarant, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Declarant in and to such interest.

15.3 Amendment of Documents. In addition to any other right of amendment or modification provided for in the Governing Documents, the Declarant, or any entity which succeeds to its position as the Declarant of the Property described in Exhibit "A" may, in its sole discretion, by an instrument filed of record in the county, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. The rights set forth in this paragraph shall expire when construction of the Community is completed and the Declarant no longer holds any Lots and Townhome Units in the Properties for sale in the ordinary course of business. Any amendment made pursuant to this paragraph may be made without notice to the members or to any other person. However, no amendment shall change the shares of liability for assessments or ownership of the common surplus of the Association, or the voting rights appurtenant to any Townhome Unit, unless the Owner of the Townhome Unit and his institutional mortgagee (if any) consent in writing to the amendment.

15.4 Sales or Leases of Townhomes. The Declarant has the right to sell, lease or transfer ownership of any Townhome Unit owned by it on such terms and conditions as it deems in its own best interest, and no Association approval shall be required.

15.5 Additions or Withdrawals of Property. The Declarant has the right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands within the Community and subjecting those lands to the protective covenants, conditions, restrictions or provisions provided for in this Declaration. The Declarant also reserves the right in its sole discretion to withdraw property from submission to this Declaration, except that the Declarant shall not be permitted to withdraw any property after it has been conveyed to an Owner other than the Declarant, without the joinder of the Owner.

15.6 Security; Non-Liability of Declarant and Association. The Declarant reserves the right as long as it owns any Lot or Townhome Unit within the Community for sale in the ordinary course of business, to determine the level (if any) of security services to be provided, or to engage or discontinue any such services.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE ASSOCIATION NOR THE DECLARANT ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLY,

INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

16. TURNOVER OF CONTROL.

16.1 Time of Turnover. The turnover of control of the Association by the Declarant shall occur not later than ninety (90) days after conveyance of title to at least ninety percent (90%) of the Lots within the Properties. At the Turnover Meeting the Members shall elect a Board of Directors and the Directors appointed by the Declarant shall resign.

16.2 Procedure for Calling Turnover Meeting. No more than 75 days and no less than 60 days prior to the Turnover Meeting, the Association shall notify in writing all Members of the date, time and place of the Turnover Meeting.

16.3 Early Turnover. The Declarant may turn over control of the Association to Owners other than the Declarant prior to the turnover deadline set forth above by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of owners other than the Declarant to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Declarant's decision to cause its appointees to resign is given to the Owners, neither the Declarant, nor its appointees, shall be liable in any manner for doing so, even if Owners other than the Declarant refuse or fail to assume control.

16.4 Declarant Representative. The Declarant is entitled to elect at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5 %) of the Lots. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting a majority of the Directors.

17. DURATION OF COVENANTS; AMENDMENT OF DECLARATION.

17.1 Duration of Covenants. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of the recording of the Declaration in the public records of the County. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of potential successive ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, unless during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least three-fourths (3/4ths) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of the meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. The certificate shall be recorded in the public records of the county, and may be relied upon for the correctness of the facts recited therein as they relate to the termination of this Declaration.

17.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests. Any amendments so proposed must be submitted to a vote of the owners not later than the next annual meeting.

17.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended at any time if a duly proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests of the Association present in person or by proxy and voting at any annual or special meeting called for the purpose, provided that the text of each proposed amendment has been given to the Members with notice of the meeting. However, no amendment shall be effective to change the share of liability for assessments or ownership of the common surplus of the Association, or the voting rights, appurtenant to any Townhome Unit, unless the owner and his institutional mortgagee (if any) consent in writing to the amendment. Until control of the Association has been turned over to Owners other than the Declarant, this Declaration may also be amended by vote of two-thirds (2/3rds) of the Board of Directors, without need for a vote of the Owners.

17.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where this Declaration is recorded, and shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County.

17.5 Limitation on Amendments. No amendment shall be effective which alters the rights and privileges of the Declarant, an Institutional Mortgagee, or SFWMD, unless such party shall first provide its written consent and joinder. As long as the Declarant holds any Lot in the Community for sale in the ordinary course of business, no amendment shall be effective to change any provision relating specifically to the Declarant without the Declarant's written consent.

17.6 Proviso. Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Association's responsibilities for the Stormwater Management System, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment which would affect the Stormwater Management System must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the surface water management system is administered by the COD, any such amendment shall likewise require the consent of the CDD.

17.7 Notice as to On-Site and Off-Site Activities. DECLARANT AND OTHERS, WHETHER RELATED OR UNRELATED, MAY FROM TIME TO TIME CONDUCT DEVELOPMENT CONSTRUCTION, RANCHING, FARMING, AGRICULTURAL, MINING, BLASTING PLANT OPERATION AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL COMMUNITY, EITHER WITHIN, NEARBY OR WITHIN SIGHT OR SOUND OF THE LANDS. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES), BLASTING, BURNING, KEEPING LIVESTOCK, SPRAYING, FERTILIZING, EARTH MOVING, TRAFFIC-GENERATING AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS) AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS AND USERS OF THE LANDS ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND, BY ACCEPTANCE OF TITLE TO THEIR RESPECTIVE

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PORTIONS OF THE PROPERTY OR MAKING ANY USE THEREOF, AUTOMATICALLY ACKNOWLEDGE, STIPULATE AND AGREE (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY, (ii) 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 AREAS WHERE SUCH ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LANDS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE LANDS.

17.8 DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY 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 OWNER, OCCUPANT OR USER OF ANY PORTION OF THE LANDS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, 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 GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE LANDS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE LANDS AND THE VALUE THEREOF.

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

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

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE LANDS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND

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CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING, ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

18. GENERAL PROVISIONS.

18.1 Waiver. Any waiver by any person of any provisions of this Declaration, or breach thereof, must be in writing to be effective, and shall not operate or be construed as a waiver of any other provision or subsequent breach.

18.2 Severability. If any Section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and its invalidity shall not affect the validity of the remaining portions.

18.3 Headings and Capitalization. The headings of the sections subsections, paragraphs and subparagraphs herein, and the capitalization of certain words, are for convenience only, and are not intended to affect the meaning or interpretation of the contents.

18.4 Notices. Any notice required to be sent to any owner under this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the records of the Association at the time of such mailing. The owner bears the responsibility for notifying the Association of any change of address.

18.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretations shall be binding upon all parts unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

18.6 Facilities Affecting Lots Disclosure Statement. Each Owner is hereby notified that the Community is in close proximity to the JetBlue Park at Fenway South sports facility, which is currently the spring training ballpark for the Boston Red Sox and a venue for other uses. There is the potential for noise, light pollution, traffic, and other conditions created by, and incidental to, the operations of the sports facility.

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IN WITNESS WHEREOF, WCI Communities, LLC, a Delaware limited liability company, does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized agents, this 17 day of December, 2018.

Matthew Koratch
 Witness #1
 Printed Name of Witness #1

Amy Hofschneider
 Witness #2
 Printed Name of Witness #2

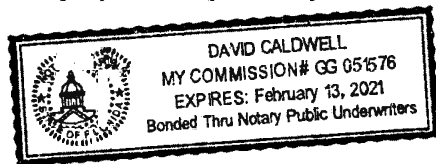
WCI Communities, LLC, a Delaware limited liability company

By: Darin McMurray, Vice President

STATE OF Florida
 COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of DECEMBER, 2018, by Darin McMurray, as Vice President of WCI Communities, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to be me.

(SEAL)



David Caldwell
 Notary Public

Exhibit "A"

Westhaven at Gateway, a Subdivision, recorded in Official Records Instrument No. 2019000027115
Public Records of Lee County, Florida.

WESTHAVEN AT GATEWAY-DECLARATION

Aug 30, 2018, 2:23PM
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No. 0627 P. 2

Exhibit "B"

**ARTICLES OF INCORPORATION
OF
WESTHAVEN AT GATEWAY HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Section 617.01201, Florida Statutes, these Articles of Incorporation are created by the undersigned, Pavese Law Firm, its Authorized Member of PLF Registered Agent, L.L.C., 1833 Hendry Street, Fort Myers, Florida 33901, as sole incorporator, for the purpose set forth below.

ARTICLE I

NAME: The name of the corporation is Westhaven at Gateway Homeowners Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The initial principal office of the corporation is located at 10481 Six Mile Cypress Parkway, Fort Myers, FL 33966.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a corporation not for profit organized on a non-stock basis for the purpose of providing a residential homeowners' association. For the accomplishment of its purpose, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles and a Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Lee County, Florida, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood subject to the said recorded Declaration, as it may from time to time be amended, including but not limited to the power to:

(A) Fix, levy, collect and enforce payment by any lawful means all charges or assessments levied pursuant to the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges.

(B) Enforce any and all covenants, conditions, restrictions and agreements applicable to the residential neighborhood known as Westhaven at Gateway.

(C) Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(D) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security.

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(E) Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(F) Purchase policies of insurance upon the Properties and use the proceeds from such policies to effectuate its purposes.

(G) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, or to annex additional property and common areas, provided that merger, consolidation or annexation shall have the consent of at least two-thirds (2/3rds) of the voting interests of the Association.

(H) Establish Rules and Regulations in accordance with the Governing Documents.

(I) Sue and be sued.

(J) Exercise any and all powers, rights and privileges which a homeowners association organized under Chapter 720, Florida Statutes, may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

(K) Contract for services necessary to operate and maintain the Common Areas and improvements located thereon.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in the Bylaws of the Association. However, all owners of lots within Westhaven at Gateway shall be members of the Association.

ARTICLE V

TERM: The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Association shall have perpetual existence. Notwithstanding anything in the foregoing to the contrary, the Association may be terminated in accordance with the Declaration and the Bylaws, subject however to any required prior governmental approval, and provided that upon such termination proper written consent must be duly recorded in the Public Records of Lee County, Florida. In the event of dissolution, the assets owned by the Association, including without limitation, the control and right of access to all surface water management system facilities, shall be conveyed or dedicated to an appropriate agency of local government, and if such agency refuses to accept such assets, then such assets shall be transferred to a non-profit corporation similar to the Association.

ARTICLE VI

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

ARTICLE VII

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

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(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition to the Board signed by at least one-fourth (1/4) of the voting interests.

(B) Procedure. A proposed amendment must be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

(C) Vote Required. Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Association present and voting at any annual or special meeting called for the purpose, provided that notice of any proposed amendment must be given to the members of the Association, and the notice must contain the full text of the proposed amendment.

(D) Effective Date. An amendment becomes effective upon filing with the Secretary of State and retarding a certified copy in the Public Records of Lee County, Florida, with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors set in the Bylaws, but never less than three (3), and in the absence of a Bylaw provision shall consist of three (3) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of directors shall be filled in the manner provided by the Bylaws.

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

ARTICLE IX

INITIAL DIRECTORS AND OFFICERS:

The initial Directors and Officers of the Association shall be:

David Caldwell	President/Director	10481 Six Mile Cypress Parkway Fort Myers, FL 33966
Matthew Koratich	Vice President/Director	10481 Six Mile Cypress Parkway Fort Myers, FL 33966
David Negip	Secretary/Treasurer/Director	10481 Six Mile Cypress Parkway Fort Myers, FL 33966

ARTICLE X

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REGISTERED OFFICE AND INITIAL REGISTERED AGENT:

The street address of the initial Registered Office of the Association is 1833 Hendry Street, Fort Myers, Florida 33901. The name of the initial Registered Agent of the Association is PLF Registered Agent, L.L.C., 1833 Hendry Street, Fort Myers, Florida 33901.

ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe it was lawful.

(C) A transaction from which the Director or officer derived or sought to derive an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, there is no right to indemnification unless a majority of the disinterested Directors approve such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or officer may be entitled.

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No. 0627 P. 6

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For the purpose of forming this Association under the Laws of the State of Florida, the undersigned, Pavese Law Firm, its Authorized Member of PLF Registered Agent, L.L.C., being the incorporator of this Association, has executed these Articles of Incorporation as of the 30th day of August, 2018.

PLF Registered Agent, L.L.C.,
a Florida limited liability company

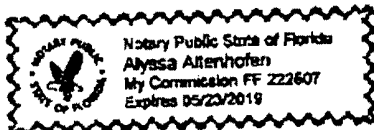
By: Pavese Law Firm, its Authorized Member

By: [Signature]
Charles Mann, Managing Partner

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 30th day of August, 2018, by Charles Mann, Managing Partner of Pavese Law Firm, Authorized Member of PLF Registered Agent, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

(Seal)



[Signature]
Notary Public
Printed Name: Alyssa Altenhofen
Commission Expires: _____

WESTHAVEN AT GATEWAY-ARTICLES OF INCORPORATION

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No. 0327 P. 7

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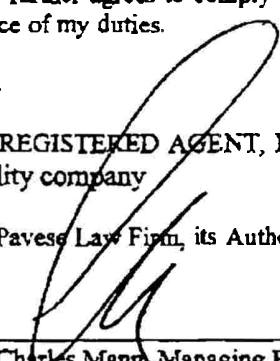
ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated Association at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 30th day of August, 2018.

PLF REGISTERED AGENT, L.L.C. a Florida limited liability company

By: Pavese Law Firm, its Authorized Member

By: 
Charles Mann, Managing Partner

WESTHAVEN AT GATEWAY- ARTICLES OF INCORPORATION

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Exhibit "C"

BYLAWS OF WESTHAVEN AT GATEWAY HOMEOWNERS ASSOCIATION, INC.

1. GENERAL. These are the Bylaws of Westhaven at Gateway Homeowners Association, Inc., hereinafter the "Association", a Florida corporation not for profit organized for the purpose of serving as a residential neighborhood homeowners' association.

1.2 Principal Office. The principal office of the Association shall initially be at 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966, and shall subsequently be at such location as may be determined by the Board of Directors.

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

1.4 Definitions. The definitions for various terms used in these Bylaws shall be as set forth in Section 1 of the Declaration of Covenants, Conditions and Restrictions for Westhaven at Gateway (the "Declaration"), to which these Bylaws are attached as Exhibit "C".

2. MEMBERS; VOTING RIGHTS. Every record owner of legal title to any Lot located in the Properties is a Member. If a Lot is subject to an agreement for deed, whether recorded or not, the purchaser in possession shall be treated as the owner solely for purposes of determining voting and use rights. Membership is appurtenant to, runs with, and may not be separated from, the real property interest upon which membership is based.

2.1 Voting Interests. The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes shall equal the total number of Lots subject to this Declaration. The vote of a Lot is not divisible. The right to vote may not be denied because of delinquent assessments. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any one of the record owners. If two or more owners do not agree among themselves how their one vote shall be cast on any issue, that vote shall not be counted on that issue. If a Lot is owned in trust, or the owner is a corporation, partnership or other entity which is not a natural person, the vote of that Lot shall be cast by the primary occupant designated as set forth in Section 14.1 of the Declaration.

2.2 Approval or Disapproval of Matters. Whenever the decision or approval of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of that owner's Lot at an Association meeting, as stated in Section 2.1 above, unless the written approval or joinder of record owners is specifically required.

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

2.4 Electronic Voting. Electronic voting may occur in and for the Association under the terms and provisions of the following:

(A) In order for electronic voting to occur on any Association matter, the Board must first pass a resolution authorizing same, which resolution must:

- (1) provide that Members receive notice of the opportunity to vote through an online voting system;
- (2) establish reasonable procedures and deadlines for Members to consent, in writing, to online voting; and
- (3) establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

(B) Once such a resolution has been passed, elections and other membership votes may be conducted through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

- (1) The Association shall provide each Member with a method or means:
 - (i) to authenticate the Member's identity to or within the online voting system;
 - (ii) to confirm, at least 14 days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and
 - (iii) that is consistent with the election and voting procedures in these Bylaws and the other Governing Documents; and
- (2) The Association utilizes an online voting system that is able to:

- (i) authenticate the Member's identity;
- (ii) authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;
- (iii) transmit a receipt from the online voting system to each Member who casts an electronic vote;
- (iv) permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors); and
- (vi) store and keep electronic ballots accessible to election officials for recount, inspection, and review.

(C) A Member voting electronically pursuant to or as a result of this Section 2.4 shall be counted as being in attendance at the meeting for purposes of determining a quorum.

(D) A Member's consent to online voting is and shall remain valid until the Member opts out of online voting pursuant to the procedures established by the Board.

(E) This Section 2.4 shall apply to any matter that requires a vote of the Members.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the Members shall be held in Lee County, Florida, each year during the first three months of each calendar year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members representing at least twenty-five percent (25%) of the voting interests. Business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings. Notices of all meetings of the Members must be mailed or hand-delivered to the Members at least fourteen (14) days before the meeting, and must state the time, date, and place of the meeting, and include a detailed agenda. Mailed notices must be sent to each Member at his address as it appears on the books of the Association. Each Member bears the responsibility for notifying the Association in writing of any change of address. A person entitled to receive notice of any meeting may waive notice altogether by written waiver. Notice of any meeting may be hand-delivered if a written waiver of mailing is obtained. If ownership of

a Townhome Unit is transferred after a notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a Member constitutes a waiver of notice by that Member, unless the Member objects to the lack of notice at the beginning of the meeting.

3.4 Quorum. The percentage of voting interests required to constitute a quorum at a meeting of the Members shall be thirty percent (30%) of the total voting interests.

3.5 Vote Required. The acts approved by a majority of the votes cast at a meeting of the members at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a higher vote is required by law or by any provision of the Governing Documents.

3.6 Proxies. To the extent lawful, any person entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the unit, and specify the date, time and place of the meeting for which it is given. The signed and dated original must be delivered to the Secretary at or before the time of the meeting or continuance thereof. Holders of proxies need not be Members. No proxy is valid if it names more than one person proxy holder, but the proxy holder has the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes (2018), as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes (2018), as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

3.8 Order of Business. The order of business meetings shall be substantially as follows:

- (A) Determination of existence of quorum.
- (B) Reading or waiver of reading of minutes of last members' meeting.
- (C) Reports of Officers.
- (D) Reports of Committees.
- (E) Election of Directors (annual meeting only).
- (F) Unfinished Business.
- (G) New Business.

(H) Adjournment.

3.9 Minutes. Minutes of all meetings of the Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of an Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The Presiding Officer may appoint a Parliamentarian, but the Presiding Officer's decisions on questions of Parliamentary Procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Action by Members Without Meeting. Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of Members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this Section 3.11, the list of Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters. The written consents used to authorize an action without a meeting shall become part of the Association's records.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when specifically required.

4.1 Number and Terms of Service. The Board of Directors shall initially consist of three (3) Directors, and shall remain at that number unless changed by amendment of this Section 4.1. In order to provide for a continuity of experience by establishing a system of staggered terms of office, in the first election in which owners other than the Declarant elect at least a majority of the Directors, the two (2) candidates receiving the highest number of votes shall each be elected for a term which expires at the final adjournment of the annual meeting at which his successor is to be elected. The candidate receiving the next highest number of votes shall be elected for a term which expires at the final adjournment of next annual meeting. Thereafter, all Directors shall be elected for two (2) year terms, ending at the final adjournment of the annual meeting at which successors are to be duly elected, or at such other time as may be provided by law.

Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below.

4.2 Qualifications. Except for Directors appointed by the Declarant, each Director must be a Member or Primary Occupant of a Townhome Unit, or the spouse of one of them. No person shall be elected or appointed for successive terms totaling more than four (4) consecutive years, unless there occurs a hiatus of at least one (1) year between terms. Initial terms by appointment for less than one year shall be excluded from consideration in determining the total number of years served.

4.3 Nominations and Elections. In each annual election the members shall elect by written secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, to each owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or included in another Association mailing or delivery, including a regularly published newsletter. Any owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election.

(B) Second Notice. If there are more qualified candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all Owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname, and the notice of the annual meeting required by Section 3.3 above.

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in elections. In the election of Directors, there shall be appurtenant to each Townhome Unit as many votes for Directors as there are Directors to be elected, but no Townhome Unit may cast more than one vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by another method required by law (if any).

(D) Certification. Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the secretary of the Association that he or she has read the Association's declaration of covenants, articles of incorporation, bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of the written certification,

the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the director on the Board. A director who does not timely file the written certification or educational certificate is suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each director's written certification or educational certificate for 5 years after the director's election; however, the failure to retain the certificate does not affect the validity of any Board action.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term.

4.5 Removal of Directors. Any Director may be removed from office, with or without cause, by the vote or agreement in writing of a majority of the voting interests. The notice of a meeting of the Owners to recall one or more Directors must name the specific Director(s) sought to be removed, and a separate vote for each Director sought to be removed shall be taken. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. Any Director who is removed from office is not eligible to stand again for election to the Board, or be appointed to the Board, until the next annual election. A Director who is removed from office shall turn over to the Association within 72 hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county may summarily order the Director to relinquish his office and turn over corporate records upon application of any owner. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

A Director or Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property is removed from office. The Board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or Officer shall be reinstated for any remainder of his or her term of office.

4.6 Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Members, except for meetings between the Board and its legal counsel with respect to proposed or pending litigation, and otherwise where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of every meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Community, notice of each Board meeting must be mailed or delivered to each member at least

seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. Any owner may tape-record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.7 Waiver of Notice by Directors. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

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

4.9 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum is then present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

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

4.11 Vote Required. The acts approved by a majority of those Directors who are present and voting at a Board meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by law. A Director who is present at a meeting of the Board shall be deemed to have voted with the majority on any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.12 Directors' Fees and Reimbursement of Expenses. No compensation or fees shall be paid to Directors for their service as Directors. Directors may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.13 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Community. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If at any time the law requires that meetings of a committee, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a

member of the Association be noticed and conducted with the same formalities as required for meetings of the Board, such requirement shall apply only to the least extent required or permitted by law, it being the intent hereof to exempt as many committees as possible from such a law.

4.14 Emergency Powers. In the event of any "emergency" as defined in Section 4.14(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

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

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

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

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

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

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

(G) For purposes of this Section 4.14, an "emergency" may be found to exist only when the Community, or a larger geographic area in which the Community is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or

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

5. OFFICERS. Officers are elected by vote of a majority of the entire Board, and serve at the pleasure of the Board. The executive officers of the Association shall be a President, and a Vice-president, who must be Directors, and a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed from office with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be necessary or desirable to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.1 President. The President is the chief executive officer of the Association; presides at all meetings of the Members and Directors, is ex-officio a member of all standing committees, has general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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

5.3 Secretary. The Secretary shall attend all meetings of the board of Directors and all meetings of the Members and shall be responsible for the recording of all votes, and the minutes of all proceedings, in a book to be kept for the purpose, and shall perform like duties for standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one is designated.

5.4 Treasurer. The Treasurer shall be responsible for the safekeeping of Association funds and assets, budget preparation, and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors,

at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.5 Compensation of Officers. No compensation shall be paid to any Member for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers in other capacities as employees of the Association.

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

6.1 Depository. The Association shall maintain its funds in accounts in federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Accounts and Accounting Procedures. The financial and accounting records of the Association, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Association.
- (D) Any other records that identify, measure, record or communicate financial information.

6.3 Budget. The Board of Directors shall adopt in advance an annual budget of common expenses for each fiscal year. The budget must reflect the estimated revenues and expenses for the next fiscal year, and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Declarant, or another person. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered shall be mailed to or served on each Owner not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income accounts and expense classifications. The minutes of the Association shall reflect the

adoption of the budget, and a copy of the proposed and adopted budgets shall be maintained as part of the financial records of the Association. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Lot's next due quarterly installment.

6.4 Reserves. The Board may, but shall not be obligated to, establish in the budgets one or more reserve accounts for contingencies, cash flow shortfalls, capital expenditures, and deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to all Members at least ten (10) days prior to the due date. Failure to send or receive the notice does not excuse the obligation to pay.

6.6 Special Assessments. Subject to the limitations in Section 8.8 of the Declaration, special assessments may be imposed by the Board of Directors whenever necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited back to the Members' accounts.

6.7 Fidelity Bonds. The President, Secretary, Treasurer, and any persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Reporting. The Association shall prepare an annual financial report within ninety (90) days after the close of the fiscal year. The Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either:

- (A) Financial statements presented in conformity with generally accepted accounting principles; or
- (B) A financial report of actual receipts and expenditures, cash basis, which report must show:

- (1) The amount of receipts and expenditures by classification; and
- (2) The beginning and ending cash balances of the Association.

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

6.10 Application of Payments. All payments on account by an Owner shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, then to other charges, and finally to unpaid regular and special assessments, in the order they first came due.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year.

7. RULES AND REGULATIONS; USE AND RESTRICTIONS. The Board of Directors may, from time to time adopt and amend reasonable rules and regulations governing the operation, use, maintenance, management and control of the Common Areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each Owner. The Board has the power to impose fines and suspensions of common area use privileges, as further provided in Section 13 of the Declaration, for violations of the rules and regulations.

8. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner.

8.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

8.2 Procedure. Upon any amendment to these Bylaws being so proposed by the Board or owners, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

8.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Association present and voting at any annual or special meeting called for the purpose, provided that the full text of any proposed amendment was given to the Members with notice of the meeting. Prior to the Turnover of Control of the Association by the Declarant as provided for in Section 16 of the Declaration, Bylaw amendments may be adopted by vote of a majority of the Directors, without need for a vote of the Owners.

8.4 Effective Date, Recording. A copy of each amendment shall be attached to a certificate reciting that the amendment was duly adopted, and executed by an officer of the Association. The certificate must also identify the book and page of the Public Records where the Declaration was originally recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Official Records of Lee County, Florida.

9. MISCELLANEOUS.

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

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

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