

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION.
FOR PRESENT TEXT SEE EXISTING DECLARATION OF COVENANTS.**

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SABAL DUNES NEIGHBORHOOD ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS that the original Declaration of Restrictive Covenants, Conditions and Restrictions of Sabal Dunes, was recorded in Official Record Book 2262, at Page 2146 *et seq.*, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (or the "Property") is legally described in Exhibit 1 & 2 to the original Declaration as amended On July 8, 1992 in Official Records Book 3211, Page 3960 *et seq.*, Public Records of Lee County, Florida, as further amended on July 8, 1992, in Official Records Book 2311, Page 3963, *et seq.*, Public Records of Lee County, Florida, and finally amended on September 1, 1995 in Official Records Book 2631, Page 3464 *et seq.*, Public Records of Lee County, Florida. Those Exhibits are hereby incorporated by reference. No additional land is being added by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a parcel or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a parcel or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

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

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

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

1.3 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of SABAL DUNES NEIGHBORHOOD ASSOCIATION, INC., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "A" and "B" respectively.

1.4 “**Assessments**” means a share of the funds required for the payment of Common Expenses which from time to time are assessed by the Association against an owner.

1.5 “**Association**” means Sabal Dunes Neighborhood Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and amenities at Sabal Dunes.

1.6 “**Board**” means the Board of Directors responsible for the administration of Sabal Dunes.

1.7 “**Charge**” or “**Personal Assessment**” means any legal or equitable indebtedness of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.8 “**Common Expenses**” means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the common areas, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Association which are assessed against the parcel owners.

1.9 “**Common Surplus**” means the excess of all receipts of the Association, including but not limited to assessments, rents, profits, and revenues over the common expenses.

1.10 “**Declaration of Covenants**” means this Declaration, as amended from time to time.

1.11 “**Domestic Partners**” means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of the Declaration.

1.12 “**Family**” or “**Single Family**” means any one (1) of the following:

(A) One (1) natural person (as used in this Declaration, the term "person" or "natural person" shall mean a real person as opposed to an artificial entity such as a corporation, partnership or trust) "Family Member" is a person who resides in a Parcel or Living Unit as part of the Owner's Family, but is not a title holder; or

(B) Two (2) or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, legal custody or adoption to each of the others; or

(C) Not more than two (2) persons not related by blood, marriage, adoption or legal custody, who reside together as a single housekeeping unit, along with their children, if any.

1.13 “**Governing Documents**” means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

1.14 “**Guest**” means any person who is not the owner or a lessee of a home or residence or a member of the owner's or lessee's family, who is physically present in, or occupies a home or residence on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.15 “**Home**” or “**Residence**” means each one of the residences intended for residential use which is constructed on a lot or parcel.

1.16 “**Institutional Mortgagee**” means the mortgagee (or its assignee) of a mortgage against a parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit-sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

1.17 “**Lease**” means the grant by a residential owner of a temporary right of use of the owner's parcel and residence for valuable consideration.

1.18 “**Lot**” “**Parcel**” or “**Unit**” means a parcel of land located within the real property described in the original Declaration as amended, upon which a home or residence has been or may be permanently placed and affixed and which fee simple title to the parcel has been conveyed to the owner of the home. No lot or parcel may be subdivided or joined together without the consent of the Association.

1.19 “**Members**” means and refers to those persons who are entitled to membership in the Association as provided in this Declaration and the Association’s Articles of Incorporation and Bylaws.

1.20 “**Occupy**” when used in connection with a residential parcel, means the act of staying overnight in a home or residence. “**Occupant**” is a person who occupies a home or residence.

1.21 “**Owner**” or “**Parcel Owner**” means the record owner of legal title to a parcel or lot.

1.22 “**Plat**” means the plat of Gateway Phase 8 recorded in Plat Book 47, Pages 93 through 98, inclusive of the Public Records of Lee County, Florida.

1.23 “**Primary Occupant**” means the natural person approved for occupancy of a home or residence when title to the home or residence is held in the name of two or more persons, not husband or wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a parcel owned in one of the forms listed above, the term “primary occupant” shall be synonymous with the term “owner”.

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

1.25 “**Properties**” or “**Community**” means all the real property which is subject to this Declaration as described in Exhibit “A” of the original Declaration, as amended.

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

1.27 “**Voting Interests**” means the voting rights distributed to the Association members pursuant to the Bylaws.

2. **ASSOCIATION.**

2.1 **Membership.** Every owner of a parcel shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated,

and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Association, as amended from time to time. Owners agree to maintain such membership in good standing as long as they own such property.

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

2.3 Voting Rights. Members shall have, and exercise, such voting rights as provided in the Articles of Incorporation and/or the Bylaws.

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

2.5 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached to this Declaration as Exhibit "A".

2.6 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached to this Declaration as Exhibit "B", as they may be amended from time to time.

2.7 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common areas with funds made available by the Association for such purposes.

2.8 Acts of the Association. Unless the approval or affirmative vote of the parcel owners is specifically made necessary by some provision of the law or the governing documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the parcel owners. The officers and Directors of the Association have a fiduciary relationship to the parcel owners. A parcel owner does not have the authority to act for the Association by reason of being a parcel owner.

2.9 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the governing documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the common areas. The Association may impose fees for the use of common areas or Association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the owners. The Board of Directors has the power

to enter into bulk-rate contracts for all Community Services, including but not limited to communication services as defined in Chapter 202, Florida Statutes (such as basic cable television programming services, telephone), information services and/or internet services in bulk for the entire community, and the cost of such services shall be a common expense allocated on a per unit basis. The Association has the power and authority to regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps.

2.10 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

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

2.12 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.9 above, the power to acquire, or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the voting interests of the Association, present, in person or by proxy, at a duly called meeting of the members of the Association, called for the purpose. However, the power to lease or grant easements to Association property or common areas shall be exercised solely by the Board of Directors.

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

2.14 Roster. The Association shall maintain a current roster of names and mailing addresses of parcel owners, based upon information supplied by the parcel owners. A copy of the roster shall be made available to any member upon request.

3. ASSESSMENTS. The provisions of this section shall govern assessments payable by all owners of parcels, for the common expenses of the Association not directly attributable to one of the parcels.

3.1 Covenant to Pay Assessments. Each owner of a parcel by the act of becoming an owner covenants and agrees, and each subsequent owner of any parcel (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 the Association:

- (A) the parcel owner's pro rata share of annual assessments based on the annual budget adopted by the Association;
- (B) the parcel owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments; and
- (C) any charges properly levied against individual parcel owner(s) without participation from other owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The owner of each parcel, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 3.10 below, whenever title to a parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the common areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional Mortgagees, no owner may be excused from the payment of assessments unless all owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No parcel owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his parcel. No owner can withdraw or receive distribution of his prior payments to the Common Surplus or Association reserves, except as otherwise provided herein or by law. When an owner conveys a parcel to a trust or other entity, the Association may condition its approval upon the transferors agreeing to remain liable to the Association for any assessments, charges, monetary obligations, or other obligations owing to the Association as of the date of the approval, and for so long as the transferee trust or other entity may remain the title holder of the parcel.

3.2 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the health, safety and general welfare of the parcel owners and residents of Sabal Dunes; to operate, maintain, repair, improve, construct, reconstruct and preserve, on a not for profit basis the common areas owned by the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses also include the funds necessary to provide reserve accounts for:

- (A) renovation or major repairs to the common areas; and
- (B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

3.3 Share of Assessments. Sabal Dunes contains 33 lots. The owners of each lot shall be jointly and severally liable for an undivided 1/33 share of annual and special assessments. The owners of each lot shall also be jointly and severally liable with the prior parcel owner(s) for all unpaid assessments that come due prior to the transfer of title.

3.4 Personal Assessment. Any owner, and such owner's lessees, guests, invitees, and occupants of their parcel, who cause damage to any portion of the common areas as a result of an intentional act, misuse, negligence or otherwise shall be subject to a personal assessment, or charge, to be levied against such Owner. A personal assessment or charge shall also be levied against any owner who does not meet their maintenance obligations under the Governing Documents including the Rules and Regulations, after having received reasonable written notice and an opportunity to cure the violation, resulting in the Association being required to take corrective action and incur expense. Such personal assessments shall be collected by lien under Section 3.5, below, as if an assessment.

3.5 Lien. The Association has a lien on each parcel for unpaid past due Association assessments, personal assessments and charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Lee County, Florida; and is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, personal assessments, charges, administrative fees, late fees, interest, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.6 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 720.3085, Fla. Stat., as amended from time to time, for the foreclosure of a lien upon a parcel for unpaid assessments. The Association may also bring an action at law against any owner liable for unpaid charges or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

3.7 Removal of Property. After the Association successfully performs a foreclosure on the unit, if the unit owner does not remove personal property from the foreclosed premises, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell or donate such forfeited property after ten (10) days written notice by certified mail

addressed to the unit owner at the last known address or at such address on record as provided to the Association by the unit owner. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, Rules and Regulations including the right to compel removal of the property and right to impose any and all fines.

3.8 Priority of Liens. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Homeowners Association Act, as amended from time to time, unless the Association's Claim of Lien was recorded before the mortgage. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Homeowners Association Act, as amended from time to time. The above subordination shall in no way extinguish the liability of an institutional first mortgagee for any monetary obligations owed to the Association. Any lease of a parcel shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.9 Application of Payments; Failure to Pay; Interest. Assessments, charges, and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose an administrative fee and a late payment fee (in addition to interest). Assessments, charges, and installments thereon shall become due, and the parcel owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, administrative fees, late payment fees, court costs and attorney fees, and then to delinquent charges or assessments. The Association may refuse to accept a partial payment which bears a restrictive endorsement, and such will be the equivalent of no payment. No payment by check is deemed received until the check has cleared. However, when the check clears, the payment shall be credited as of the date the Association received the check. All payments must be made in United States Funds and paid through banks or financial institutions located within the United States.

3.10 Advances. The Association shall have the power, right and authority to advance on behalf of a defaulted owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of the owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default. Such amounts incurred by the Association are collectible from the owner and are secured by the lien on the parcel.

3.11 Acceleration. If any special assessment or installment of a regular assessment as to a parcel becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the residential parcel's assessments for that fiscal year. The due date for all accelerated amounts shall

be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the owner's last known address and shall be deemed given upon mailing of the notice, postpaid.

If a unit owner fails to pay in full all assessments due under a lien and said default shall continue into a new fiscal year, the Association shall have the right to accelerate the due date of the entire balance of the residential parcel's assessments for that fiscal year as well. The due date for all accelerated assessments for that fiscal year shall be the first day of that fiscal year. The right to accelerate a new fiscal year's assessments shall be exercised by sending to the delinquent owner a notice of the acceleration, which notice shall be sent by certified or registered mail to the owner's last known address and shall be deemed given upon mailing of the notice, postpaid.

3.12 Certificate as to Assessments. Within ten (10) business days after request by a parcel owner or his designee or mortgagee or its designee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the parcel owner with respect to the parcel have been paid. Any person other than the parcel owner who relies upon such certificate shall be protected thereby. An association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate.

3.13 First Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the first mortgagee shall be liable for the share of common expenses or assessments attributable to the parcel, which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Homeowners Association Act, as the same may be amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Unit Owners. No acquirer of title to a parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

4. EASEMENTS.

4.1 Appurtenant Enjoyment Easements. The owner of each parcel, their guests, lessees and invitees, shall have as an appurtenance to their parcels a perpetual nonexclusive easement for ingress and egress over, across and through the common areas, for the use and enjoyment of all recreational facilities and common areas, such use and enjoyment to be shared in common with the other owners of parcels, their guests, lessees and invitees, subject to the provisions of this Declaration. From time to time the common areas, or any portion thereof, is opened and put into use for the enjoyment of owners, tenants, guests and invitees, Association shall be and remain

wholly free and clear of any and all liability to, or claims by, all owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the common areas or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment, of the common elements and Association property shall be within, under, and subject to the Association. In this respect, it shall be the affirmative duty and responsibility of each owner and user of the common areas and its facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the common elements and Association property and their improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

4.2 Utility Easements. A perpetual easement shall exist upon, over, under and across * for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, cable television and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all owners of parcels and servicing the common areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Association, through its Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the parcels and the common elements and common areas.

4.3 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate and will be subordinate without the necessity of any other instrument, to any existing easement covering the basic water, sewer and drainage systems installed in the common areas, and any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the common areas.

4.4 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(A) the right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the common areas and providing the services authorized herein, and, in aid thereof, to mortgage said properties; and

(B) the right of the Association to impose rules and regulations governing the use of the common areas and Association property as further provided in Section 7 of the Bylaws; and

(C) the right of the Association to a non-exclusive easement over, across and through each parcel as necessary to meet the Association's maintenance responsibilities; and

(D) the right of the Association to levy assessments on lots and units to enable the Association to pay the costs of operating and maintaining the Common Properties and other costs of the Association, and

(E) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for a period that may be determined by the Board of Directors for any violation of this Declaration, the Association's Articles, Bylaws or published rules and regulations; and

(F) the right of the Association to dedicate or transfer all of any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that at a Special or Regular Meeting of Members called for such purpose, and written notice was sent to each Member, the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer; and

(G) the right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary; and

(H) the right of the Association to provide, restrict or limit access across the roadways as the Board of Directors deems necessary and proper. Such limitation may include but not be limited to the stopping and questioning of visitors into and across the * property by such means as the Board of Directors deems is necessary and proper.

4.5 Encroachment Easement. Any owner of a parcel in the Properties which parcel contains a structure which encroaches upon another parcel or, the common areas shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

5. MAINTENANCE.

5.1 Maintenance and Alteration of Parcels and Residences. Each owner of a parcel shall, at his sole cost and expense, maintain and repair all parts of the residence and structuring located on his parcel (including but not limited to all fixtures, equipment, appliances, patios, and pools) and damage caused by wildlife, including birds, keeping the same in a condition comparable to their condition at the time of their initial construction, except for ordinary wear and tear. No owner shall materially alter or make any substantial additions to his parcel or to the exterior of his

residence without the prior written approval of the Association, as further provided in Section 6. Such additions and alterations shall include, but not be limited to, landscaping, swimming pools, decks, awnings, hurricane protection and related equipment. Each owner is prohibited from improving, modifying or maintaining any common area or from performing any maintenance duties of the Association.

5.2 Association Maintenance. The Association shall manage a contractor to be responsible for the maintenance of grassed or sodded areas, lawns, landscaping, trees and vegetation located on the individual parcels, except within swimming pool enclosures or on decks, in accordance with the rules and regulation and standards adopted by the Association from time to time. However, sod, vegetation, hedges, tree and palm replacement on the individual parcels deemed necessary at the discretion of the Board of Directors, is the responsibility of the parcel owner. The Association bears no responsibility should a resident decline to have the Association's landscaping contractor perform its ongoing maintenance responsibilities, including, but not limited to, periodic pruning of trees, shrubs and plants. The cost of Association maintenance shall be a common expense.

5.3 Enforcement of Maintenance. If the owner of a parcel fails to maintain his parcel and/or residence 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 parcel, with or without consent of the parcel owner. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Property. Any expenses so incurred by the Association shall be billed directly to the owner of the parcel to which such services are provided, and shall be a charge against the parcel, secured by a lien against the parcel as provided in Section 3. above.

5.4 Negligence; Damage Caused by Condition in Parcel. Each parcel owner shall be liable for the expenses of any maintenance, repair or replacement of common areas, other residential parcels, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

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

6.1 Improvements Requiring Approval. No building, structure, enclosure, or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, parcel or common area, be made by an Owner, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

6.2 Approval Necessary. No dwelling, building, outbuilding, garage, pool, decking, paving, fence, wall, retaining wall, patio, screened enclosure, pier, dock, walkway or other structure or improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any parcel, nor shall the exterior of any unit or other improvement (including any roofing or other building materials) be altered or modified, nor shall any other improvements on any parcel be altered, changed, repaired or modified, nor shall any landscaping or vegetation be materially altered, changed or modified or additional landscaping be installed by an owner, nor shall any exterior changes (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof appropriate plans as needed to allow the Architectural Review Committee (the "ARC") to make an informed decision shall have been first submitted to the ARC for its approval in writing. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARC shall be empowered to approve or disapprove the colors of the exteriors of dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

6.3 The ARC. The architectural review and control functions of the Association shall be administered and performed by the ARC, which shall consist of at least three (3) members, who need not be members of the Association. All members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, or in the absence of ARC members, shall be filled by the Board of Directors. The Board may act as the ARC, and in the absence of the Board's appointment of an ARC, the Board shall be the ARC. The Board of Directors in its sole and absolute discretion may remove members of the ARC at any time, with or without cause.

6.4 Powers and Duties. The ARC shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendments to the Architectural Planning Criteria. The Criteria for any item not contained in the written Architectural Planning Criteria shall be whatever already physically exists and has been previously approved within the Community for such an item. If any item does not already exist within the Community as previously approved nor is a Criteria for such an item contained within the written Architectural Planning Criteria, then such item may not be used or placed within the Community unless and until a Criteria for such an item has been added to the written Architectural Planning Criteria. Any written Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a

quorum is present. Notice of the adoption, modification, or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or of a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, parcel or common area, including without limitation, any building, fence, wall, swimming pool, tennis court, driveway, enclosure, sewer, drain, disposal system, decorative building, landscape devise, object or other improvement, the construction or placement of which is proposed upon the Property. The ARC may also require submission of samples of building materials proposed for use in any residence, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property, and which is visible from the outside of any residence. All decisions of the ARC shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or Vice President of the Association. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association within fifteen (15) days of the decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

(D) To adopt a schedule of reasonable fees for processing requests for ARC approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARC.

(E) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans.

(F) The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ARC, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ARC in carrying out its functions.

6.5 Approvals or Disapprovals. All required approvals or disapprovals of the ARC must be in writing to be valid for purposes of this Declaration. Decisions of the ARC and any final decisions of the Board on appeal as provided for above shall be based on aesthetics, harmony, balance, and compatibility of the proposed improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or owner-contractor in accordance with plans, where applicable. The ARC shall make its final decision based upon their sole discretion as to whether the improvements will be aesthetically pleasing, consistent with the architecture of the buildings in the Association, and similar to other such improvements previously allowed.

6.6 Endorsement of Plans. The approval of the ARC of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Association of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within eighteen months with the exception of materials shortage, inclement weather or acts of God.

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

6.8 Right of Entry. Any member of the ARC may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the ARC and any building or structure reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

6.9 Local Building Code. This Section 6. shall not be deemed to excuse any owner from compliance with local building and construction codes, ordinances and/or regulations and all improvements constructed shall conform to the requirements of such laws, codes, ordinances, and regulations, nor shall the Association's approval create any presumption that owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by owner. The owner is required and responsible for obtaining any and all approvals and permits required by such laws, codes, ordinances and regulations.

6.10 Restoration in Event of Damage or Destruction. In the event any Improvement on a parcel is damaged or destroyed, in whole or in part, the parcel owner or appropriate association shall take action deemed necessary by the Association to correct any unsightly or dangerous condition resulting from such damage or destruction. The parcel owner shall take corrective action to either restore or remove the condition. The work shall be completed within nine (9) months after

the date of the damage or destruction, which may be extended by the Association for good cause shown. The owner shall undertake such corrective action as soon as is practicable in order to avoid an unsightly or dangerous condition. In the event the owner fails or refuses to take the required corrective action, as deemed appropriate by the Association, or in the aftermath of a catastrophic event, such as hurricane, the Association shall have the right, but not the obligation, to go upon the parcel and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the owner of the property, in which event, the Association shall have the right to place a lien on the parcel for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration.

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

7. USE RESTRICTIONS. The following rules and standards shall apply to Sabal Dunes and shall be enforced by the Association:

7.1 Residences. Each residence shall be occupied by only one family at any time. Each residence shall be used as a home and for no other purpose. No business or commercial activity involving the management or distribution of goods or services shall be conducted in or from any residence. This restriction shall not be construed to prohibit any owner from telecommuting (working from home) keeping his personal, business or professional records in his residence, or from handling his personal, business or professional telephone calls or written correspondence in and from his residence, if such uses do not involve customers, clients, or employees coming onto the property, excessive deliveries to the Lot, the posting of any signage in the Community, the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use. Parcels may not be used for commercial or business purposes, including, without limitation, caring for children or adults or any use that requires an occupational license.

7.2 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the parcel together with the owner, so long as the total number within the residence does not exceed the limit permitted by County Code. However, once a guest, whether related or unrelated to the owner, has been occupying a unit together with the owner for a period of more than thirty (30) days, such guest must apply for and obtain Association approval in the same manner as a prospective lessee is required to obtain Association approval pursuant to the leasing provisions contained in Section 10 hereof. If the guest does not obtain Association approval within the requisite time periods contained in Section 14 hereof, the guest must then vacate the unit until approval is obtained.

7.3 Minors. All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to ensure that they do not become a source of unreasonable annoyance to other residents.

7.4 Pets. The owner of each unit may keep two (2) pets of a normal domesticated household type (such as a cat or dog) in the unit. The pet must be carried under the owner's arm or be leashed at all times while on the property outside of the unit. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance or a physical threat to other residents of Sabal Dunes. Any owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association, its officers, directors and employees, and each owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Association. No pets of any kind are permitted in leased units. No reptiles, monkeys, rodents, amphibians, poultry, swine or livestock may be kept in Sabal Dunes.

7.5 Nuisances. No owner shall use his parcel and residence, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another parcel and residence, or which would not be consistent with the maintenance of the highest standards for a first-class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each parcel and residence shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. Extreme care shall be exercised to minimize noises so as not to unreasonably disturb other persons. No owner, tenant or guest may disturb any other person on the property with the use of profane, obscene, threatening, or abusive comments or conduct.

7.6 Dangerous Materials. No Owner shall store, keep, or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use. Notwithstanding this prohibition, the ARC may develop guidelines which permit limited amounts of such materials which are customary and appropriate for household use.

7.7 Signs. No person may post or display "For Sale", "Open House" or other similar signs anywhere within Sabal Dunes, including those posted in windows of buildings or motor vehicles, other than of a size, shape, content, location, and duration of posting as approved by the Board of Directors. "For Rent" signs are prohibited anywhere within Sabal Dunes.

7.8 Flags. No flags or banners will be permitted, other than a Flag permitted by Section 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner, and which is subject to reasonable standards for size, placement and safety as may be adopted by the Board or the ARC, as applicable. The Association is exempt from this Section.

7.9 Garage Sales. No garage sales or other similar commercial activities will be permitted to be held on any parcel or on the common areas.

7.10 Single Family Parcel Structures. Other than one single family residence, pool, deck and related equipment, no structure, trailer, house trailer, tent, shack, garage, barn, or other outbuilding shall be used or placed on any parcel at any time either temporarily or permanently.

7.11 Motor Vehicles and Boats. Only vehicles (automobiles, trucks, vans and recreation vehicles, trailers, etc.) which can be kept in the garage of a residence shall be permitted on the property except for those vehicles of unusual length (large SUV's or pick-up trucks) which must fit in the owner's driveway, or, an Owner's guests and invitees and repairmen and maintenance personnel whose vehicles are on the property temporarily. All vehicles (other than non-commercial personal passenger vehicles) such as commercial trucks and panel vans, recreational vehicles and trailers must be kept at all times in the garage. Owners or authorized occupants must keep any boats stored on site in garages. Any boats that are of such size as will not permit the garage door to be closed with the boat inside the garage may not be kept on the property. The parking of any vehicle upon any other part of the property is prohibited except in spaces expressly provided for guests or as may be approved in writing by the Board of Directors. Only vehicles bearing current license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked on the property.

7.12 Trees. No tree or shrub, the trunk of which exceeds two inches in diameter shall be cut down or otherwise destroyed without the prior expressed written consent of the ARC.

7.13 Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

7.14 Storage Tanks. No above ground storage tanks exceeding, including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building. Above ground storage tanks commonly used for grills, fireplaces, and space heaters are excluded from this section.

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

7.16 Fences, Hedges and Walls. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Lot unless approved by the ARC.

7.17 Garbage and Refuse Disposal. No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waster matter. No incinerator or any outdoor burning shall be permitted.

Trash, garbage, and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring residences and the interior roadways except when out for pick-up. Trash and recycle bins shall not be put on the curb, for pick-up, prior to 4:00 p.m. the night before the scheduled pick-up. All trash and recycle bins shall be removed by 7:00 p.m. in the evening of the scheduled pick up.

7.18 Parking. Parking along roadways and streets is prohibited.

7.19 Sports Equipment. All receptacles, basketball goals or other such equipment must be removed and stored in the garage at night.

7.20 Underground Utility Lines. All telephone, electric, water, sewer, television, or other distributors must be underground from the parcel line to the structure being served.

7.21 Drainage. Except to comply with the governmental regulation or control, no changes in the elevation of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property.

7.22 Seasonal Holiday Decorations. Lights or decorations may be erected on the exterior of the Units or on the interior of the Units, where they may be seen from the outside of the Unit, in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise, or attracting sightseers. All lights and decorations that are not permanent fixtures of the Unit as part of the original construction shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15th of any year. Other holiday decorations or lights may not be displayed more than two (2) weeks in advance of the holiday. The Association shall have the right, upon fifteen (15) days prior written notice to enter any Unit and remove lights and decorations displayed in violation of this provision. The Association and the persons removing such lights and decorations shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence.

7.23 Lawn Care. No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. All lawns shall be mowed at reasonable intervals.

7.24 Wells/Septic Tanks. No individual well shall be drilled and nor shall any septic tank, water supply system or sewer system be installed, used or maintained on a parcel unless approved by the ARC.

7.25 Antennas. No antenna of any kind shall be placed or erected upon any parcel or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in

diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multipoint distribution service which may be installed at a preferred location where an acceptable signal may be obtained. The preferred location on a Lot is at a location on the lot at the rear or side of the Residence least visible to from neighborhood residences or from the interior roadways within Sabal Dunes. An antenna can only be installed at a non-preferred location on a Lot or on the balcony, patio, or porch if an acceptable signal cannot be obtained from a preferred location. No satellite dishes or other antennas may be installed in the common areas of the property. Please contact management for further information about antenna installation.

7.26 Exterior Appearance and Construction. All windows, porches, balconies, and exteriors of all building on any Lot shall at all times be maintained in a neat and orderly manner.

7.27 Water Restrictions. The Water Use Permit, authorized by the South Florida Water Management District, provides that all parcel owners within the areas covered by the permit shall abide by all water use restrictions, put in place by the district or any other governmental agency empowered with such authority.

7.28 Drones. The operation, flying or use of a drone, as a drone is defined in Section 934.50 (2)(a), Fla. Stat., as may be amended from time to time, on, over or through the Community is prohibited without the operator or owner of such drone having first obtained the express, written approval of the Board of Directors. If such approval is granted, the use of the drone shall be operated in accordance with the provisions of Section 934.50, Fla. Stat., as may be amended from time to time, and the operator may not use a drone equipped with an imaging device to record an image of privately owned real property or of the owner, tenant, occupant, invitee, guest or licensee of such property with the intent to conduct surveillance on the individual or property captured in the image in violation of such person=s reasonable expectation of privacy without his or her written consent.

The operator or user of such drone must comply with all applicable federal aviation requirements and rules and regulations established by the Federal Aviation Administration or any other governmental authority. The Board of Directors may revoke or rescind any approval of the use of a drone on Community Property previously given, if, in the sole discretion of the Board of Directors, it appears that such use has had unanticipated, adverse effects on the Community. The owner and operator of a drone used on, over or through the Community, shall hold the Association, its officers, and directors harmless from any liability, loss or damage arising from the use of such drone on, over or through the Community. Each unit owner shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his intentional or negligent actions or by that of any member of his family or his guests, employees, agents, or lessees in the use of drones on, over or through the Community.

7.29 Laws and Ordinances. Every owner and occupant of every unit, their guests and invitees shall comply with all laws, statutes, ordinances, and rules of federal, state and county governments applicable to the properties and any violation thereof may be considered a violation of this

Declaration; provided the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

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

8.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all of the common area buildings, the common areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following protection:

(A) 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 parcel owner.

(B) Directors and Officers Liability.

(D) Compensation. The Association may maintain Workers' Compensation insurance and shall if required by law.

(E) Statutory Fidelity Bonding or Insurance. For all persons who control or disburse funds of the Association as required by the Homeowners= Association Act.

8.2 Duty to Insure. Each parcel owner is responsible for insuring the real and personal property within his own parcel and residence. Each owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

8.3 Duty to Reconstruct. Except as otherwise approved by the Board of Directors, if any residence or other improvements located on any residential parcel is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, and shall utilize and conform with the original foundation and appearance of the original improvements.

8.4 Failure to Reconstruct. If the owner of any residence fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 8.3 above, the Association shall give written notice to the owner of default. If after thirty (30) days the owner has not made satisfactory arrangements to meet its obligations,

the Association shall be deemed to have been granted the right by the owner, as such owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the owner of the residence shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the owner any costs not paid by insurance and shall have a lien on the parcel and residence to secure payment.

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

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

8.7 Description of Coverages. A detailed summary of the coverage included in the policies, and copies of the policies, shall be available for inspection by residential unit owners or their authorized representatives upon request.

8.8 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 Association parcel 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.

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

(A) Common Areas. Proceeds on account of damage to common areas shall be held in as many undivided shares as there are residences, the shares of each owner being the same as his share in the common areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a residence, the shares of the mortgagee and the owner shall be as their interests appear. In no event shall any

mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against parcel or parcels, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

8.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners in any manner provided by law.

8.11 Association as Agent. The Association is hereby irrevocably appointed as agent for each residence owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the common areas.

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

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

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all parcel owners for the deficiency. Such special assessments need not be approved by the parcel owners. The special assessments shall be added to the funds available for repair and restoration of the property.

9. OWNERSHIP OF PARCELS.

9.1 Forms of ownership:

(A) A parcel may be owned by one natural person.

(B) Co-ownership. Co-ownership of parcels is permitted. If there are co-owners, the Board shall be entitled to require the owners to designate one (1) natural person as “primary occupant”. The use of the parcel and residence by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the parcel and residence may be used as short-term transient accommodations for several individuals or families. A trustee, or corporation, partnership or other entity as a parcel owner shall be required to designate one (1) natural person to be the “primary occupant”. The use of the parcel and residence by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant must be approved in advance by the Board of Directors. No more than one such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a parcel which is owned in the forms of ownership stated in preceding subsections (B) and (C) shall designate a primary occupant in writing to the Association. If any parcel owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

(E) Life Estate. A parcel may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Association member from such residence, and occupancy of the residence shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the parcel. Any consent or approval required of members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights and shall be subject to subsection (B) above.

9.2 Transfers.

(A) Sale or Gift. No parcel owner may dispose of a parcel or any ownership interest in a parcel by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any parcel owner acquires his title by devise or inheritance, his right to occupy or use the parcel shall be subject to the approval of the Board of Directors under Section 9.3 (A)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse or non-spouse companion at the time of death, or was 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, that person shall have no right to occupy or use the parcel and

residence before being approved by the Board of Directors under the procedures outlined in Section 10.3 below.

(D) Committee Approval. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

9.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. An owner of a parcel intending to make a sale or gift of his or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse or non-spouse companion, if any, as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee of a parcel must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the parcel following the procedures in this Section or Section 11.

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

(B) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or the Vice-President of the Association in recordable form and delivered to the transferee of the parcel. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to

act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval. Approval of the Association shall be withheld or denied only for good cause, and then only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

- (1) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or that results in the occupant being legally classified as a “sexual offender” or a felony demonstrating dishonesty or moral turpitude;
- (2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (3) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the property;
- (4) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;
- (5) The person seeking approval has evidenced an attitude of disregard for Association rules by his conduct in * as a tenant, parcel owner or occupant of a residence;
- (6) The parties to the proposed transfer have failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or
- (7) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

9.4 Exception. The provisions of Sections 9.2 and 9.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

9.5 Unapproved Transfers. Any sale or transfer of ownership of a parcel which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall not be concluded; and if it is concluded in disregard of this Section, shall be void or voidable by the Association unless subsequently approved in writing by the Board.

9.6 Fees Related to the Sale, Lease or Other Transfer of Parcels. Whenever herein the Board's approval is required to allow the sale, lease, or other transfer of an interest in a Parcel, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law or one hundred dollars (\$100) per applicant, whichever is greater. In addition to the transfer fee, the Association may perform a background and credit review and the applicant shall be responsible for the cost of those reviews.

10. LEASING OF PARCELS. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of parcels and residences by their owners shall be restricted as provided in this section. All leases of parcels and residences must be in writing. An owner may lease only his entire parcel and residence, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person. The legal responsibility for paying Association assessments may not be delegated to the lessee. If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the Association, the Association may demand by notice as provided by Statute that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the parcel. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a parcel owner to vote in any election or to examine the books and records of the Association.

10.1 Procedures.

(A) Notice by the Owner. An owner intending to lease his parcel and residence shall give to the Board of Directors or its designee, written notice of such intention at least ten (10) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his or her spouse or non-spouse companion, if any, as a pre-condition to approval.

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

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

- (1) The residence owner is delinquent in the payment of assessments, fines, charges or other monetary obligations due to the Association at the time the application is considered;
- (2) The residence owner has a history of leasing his parcel without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his parcel;
- (3) The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
- (4) The application 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 property;
- (5) The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or that results in the occupant being legally classified as a “sexual offender” or a felony demonstrating dishonesty or moral turpitude.
- (6) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;
- (7) The person seeking approval is currently on probation or community control;
- (8) The prospective lessee has a history of conduct which evidences disregard for the rights and property of others. By way of example, but not limitation, a lessee taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Declaration and Rules and Regulations of the Association and may constitute grounds for denial;
- (9) The prospective lessee evidences a strong probability of financial irresponsibility;
- (10) The lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(11) The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

(12) The parcel owner fails to give proper notice of his intention to lease his parcel and residence to the Board of Directors.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days' notice, without securing consent to such eviction from the parcel and owner.

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Association assessments may not be delegated to the lessee.

(F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.

(G) Manager Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Manager of the Association. Only the Board of Directors shall have the power to disapprove a lease. If the Manager, after reviewing a lease and all information provided by the applicant, determines that he will not approve the lease, the Manager shall forward the proposed lease to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in this Section 13., the Board of Directors shall have twenty (20) days after the receipt of the lease from the Manager and all information or interviews requested in which to approve or disapprove the lease.

10.2 Term of Lease and Frequency of Leasing. No parcel and residence may be leased more often than two (2) times in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

10.3 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Parcel Owner place a security deposit in an amount not to exceed the equivalent of one month's

rent into an escrow account maintained by the Association to protect against damage to the common areas or property owned by the Association. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes as amended from time to time.

10.4 Regulation by Association. All of the provisions of the Governing Documents (this Declaration, the Articles of Incorporation, the Bylaws of the Association and the rules and regulations of the Association) shall be applicable and enforceable against any person occupying a parcel and residence as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the Governing Documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. All leases will provide or be deemed to provide that the Lessees have read and agreed to be bound by the Governing Documents. The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Lessee to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Lessee, resident, other occupant, guest or invitee of the owner or Lessee fails to abide by the Governing Documents, the owner(s) shall be responsible for the conduct of the Lessee, residents, occupants, guests, and invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Lessee. The owner shall have the duty to bring his Lessee's conduct (and that of the other residents, occupants, guests and invitees of the owner or Lessee) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the owner fails to bring the conduct of the Lessee into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the Lessee's noncompliance with the Governing Documents (or the other noncompliance of other residents, occupants, guests or invitees of the owner or Lessee), including without limitation the right to institute an action for eviction against the Lessee in the name of the Association in its own right, or as agent of the owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a Lien for Charges, whether or not a lawsuit is commenced. All leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

11. AMENDMENTS; TERMINATION.

11.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Declaration shall automatically be renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder 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; provided however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least two-thirds (2/3rds) of the owners of residences affirmatively vote at a duly held meeting of the members of the Association 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 to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, be given at least forty-five (45) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

11.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at any time by affirmative vote of at least fifty-one percent (51%) of the voting interests who are present and voting, in person or by proxy, at a duly called meeting of the members of the Association, called for the purpose. A copy of each adopted amendment shall be attached to a certificate stating that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President 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 Lee County, Florida.

12. ENFORCEMENT; GENERAL PROVISIONS.

12.1 Enforcement. Enforcement of these covenants, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any parcel to enforce any lien created by these covenants. Failure of the Association or

any owner to enforce any covenant, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

12.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the common areas, as well as to any other person occupying any residence under lease from the owner or by permission or invitation of the owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each residential parcel owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

12.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought, but shall not be required to be brought, by the Association or by a unit owner against:

(A) The Association;

(B) A parcel owner;

(C) Anyone who occupies or is a tenant or guest of a residential parcel; or

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

12.4 Attorney Fees. The Association has the right to assess, as an Individual Assessment, and Owner for any costs and attorney's fees incurred by the Association in efforts to cause the Owner, his or her family member, guest, or tenant, to come into compliance with the terms of the Governing Documents, whether or not a lawsuit is commenced. In any legal proceeding arising out of an alleged failure of a guest, tenant, residential Owner, officer, Director or the Association to comply with the requirements of the law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the court, including appellate attorney fees and costs.

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

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

12.7 Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

12.8 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties 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.

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

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

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

EXHIBITS TO DECLARATION

Exhibits listed below were recorded on December 4, 1991 together with the original Declaration of Restrictive Covenants, Conditions and Restrictions of Sabal Dunes, at O.R. Book 2262, Page 2146 *et seq.*, Public Records of Lee County, Florida, as amended On July 8, 1992 in Official Records Book 3211, Page 3960 *et seq.*, Public Records of Lee County, Florida, as further amended on July 8, 1992, in Official Records Book 2311, Page 3963, *et seq.*, Public Records of Lee County, Florida, and finally amended on September 1, 1995 in Official Records Book 2631, Page 3464 *et seq.*, Public Records of Lee County, Florida.

The following exhibits, as previously recorded with the original Declaration are hereby incorporated by reference as exhibits to the Amended and Restated Declaration of Covenants.

Exhibits "1" and "2" - LEGAL DESCRIPTION

In addition, the following Exhibits are completely amended and restated, and the Restatements are attached hereto and recorded herewith.

Exhibit "A"- ARTICLES OF INCORPORATION

Exhibit "B" - BYLAWS