

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION. FOR PRIOR TEXT, SEE ORIGINAL DECLARATION.**

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR  
MAPLEWOOD**

**TABLE OF CONTENTS**

<b>1. DEFINITIONS.</b> .....	<b>2</b>
<b>2. ASSOCIATION.</b> .....	<b>4</b>
<b>3. ASSESSMENTS.</b> .....	<b>6</b>
<b>4. EASEMENTS.</b> .....	<b>10</b>
<b>5. MAINTENANCE.</b> .....	<b>12</b>
<b>6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.</b> .....	<b>13</b>
<b>7. SURFACE WATER DRAINAGE PLAN AND EASEMENTS</b> .....	<b>16</b>
<b>8. USE RESTRICTIONS.</b> .....	<b>16</b>
<b>9. INSURANCE.</b> .....	<b>24</b>
<b>10. LEASING OF HOMES.</b> .....	<b>27</b>
<b>11. TRANSFER OF OWNERSHIP OF LOTS.</b> .....	<b>30</b>
<b>12. AMENDMENTS; TERMINATION.</b> .....	<b>34</b>
<b>13. ENFORCEMENT; GENERAL PROVISIONS.</b> .....	<b>35</b>
<b>14. DISCLAIMER OF LIABILITY OF ASSOCIATION.</b> .....	<b>37</b>

**KNOW ALL PERSONS BY THESE PRESENTS** that on April 13, 1994, the original Declaration of Covenants, Conditions, Restrictions and Easements for Maplewood was recorded in Official Records Book 1935, at Page 560, *et seq.*, of the Public Records of Collier County, Florida. This Declaration, as previously amended, is hereby further amended and restated in its entirety. The land subject to this Declaration (hereinafter referred to as the “Property”) is more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference. No additional land is being added, nor is any land being removed by this instrument. The covenants, conditions, restrictions, and easements set forth in this Declaration shall run with the land and shall be binding upon, and inure to the benefit of, all present and future Owners of property within Maplewood. The acquisition of title to a Lot, or any other ownership interest in the Property, or the lease, occupancy, or use of any portion of a Lot or the Property, constitutes acceptance of 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 terms used in this Declaration or any of the Governing Documents (unless the context clearly indicates otherwise) shall have the meanings set forth below:

1.1 **“Articles”** and **“Bylaws”** refers to the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of Maplewood Homeowners’ Association, Inc., as amended from time to time. Copies of the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws are attached hereto as Exhibits “B” and “C,” respectively.

1.2 **“Assessment”** or **“Assessments”** means a share of the funds required for the payment of Common Expenses and individual expenses, which from time to time may be assessed by the Association against an Owner as Regular, Special, or Individual Assessments.

1.3 **“Association”** or **“Master Association”** means the Maplewood Homeowners’ Association, Inc., a Florida not-for-profit corporation, which is responsible for the maintenance and operation of the Common Areas and amenities.

1.4 **“Board”** means the Board of Directors responsible for the administration of the Maplewood Homeowners’ Association, Inc.

1.5 **“Common Areas”** means all real property including any improvements and fixtures thereon, owned, leased, or otherwise granted or dedicated to the Association for the common use and enjoyment of its Members. The Common Areas include all land described above and subject to this Declaration, except for the individual Lots. The Common Areas include but are not limited to the storm water management and drainage features and all other areas shown on the Plat, except the Lots.

1.6 **“Common Expense”** or **“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 Property as a whole of the Association which are assessed against the Lot Owners including the operation, maintenance and replacement of the Water Management System.

1.7 **“Common Surplus”** means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues over Common Expenses.

1.8 **“Declaration”** means this Declaration of Covenants, Conditions, Restrictions, and Easements, as amended from time to time.

1.9 **“Family”** or **“Single Family”** shall refer to any one of the following:

(A) One natural person; or

(B) Two or more natural persons who reside together as a single housekeeping and economic unit.

1.10 “**Governing Documents**” means this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, and all recorded exhibits thereto, as amended from time to time.

1.11 “**Guest**” means any person who is temporarily present in, or occupying a Home at the invitation of the Owner, Tenant, or other lawful occupant, without payment of consideration for such privilege.

1.12 “**Home**” means a residential dwelling constructed on a Lot, intended for residential use.

1.13 “**Lease**” means the grant by a Lot Owner of a temporary right to the exclusive use of the Owner’s Lot in exchange for the payment of consideration paid to any person or entity by the occupant or on behalf of the occupant, including but not limited to the Lot Owner. The term lease includes all types of occupancy for which consideration has been paid including, but not limited to, occupancy held pursuant to a license or transient rental agreement.

1.14 “**Lot**” or “**Lots**” means the Lots of land located within the Property as depicted on the Plat. That description is hereby incorporated by reference. No additional land is being added by this instrument and no land is being removed by this instrument. All of said land has been subdivided for residential use with fee simple title to each Lot having been conveyed to an Owner for use as a residential homesite. No Lot shall include the Common Areas. No Lot may be subdivided or joined together without the consent of the Association. The Lots may be depicted and numbered on sketches or surveys as recorded in the Public Records of Collier County, Florida.

1.15 “**Maintenance**,” “**Repair**,” and “**Replace**”: Maintenance means the upkeep or preservation of the condition of the Property. Repair means to mend, remedy, or restore to a sound or good condition after decay, injury, dilapidation or partial destruction. Replace means to place again; restore to a former condition after destruction.

1.16 “**Member**” or “**Members**” refers to those persons who are entitled to membership in the Association, as provided in the Articles and Bylaws. Owners of Property within Maplewood are members of the Master Association, and may also be Members of a Neighborhood Association.

1.17 “**Neighborhood Association**” refers to any neighborhood association which may be heretofore or hereafter formed to manage and operate a portion of the property made subject to these governing documents. Such Neighborhood Association shall include homeowner associations and condominium associations. The term “Neighborhood Association” shall not include the Master Association.

1.18 “**Occupy**” when used in connection with a Home, means the act of staying overnight in a Home. “**Occupant**” is a person who occupies a Home.

1.19 “**Owner**” or “**Lot Owner**” means the record Owner of legal title to a Lot.

1.20 “**Plat**” collectively means Plat Book 23, Pages 1 and 2, Plat Book 25, Pages 71 and 72, and Plat Book 29, Pages 45 and 46 of the Public Records of Collier County, Florida and shall include any amendment or replat of all or any portion thereof. In the event of any conflict or discrepancy between

the Plat and the Site Plan, the Plat shall govern.

**1.21** “**Primary Occupant**” means a natural person approved for occupancy of a Lot when title to the Lot is held in the name of two persons who are not married, held in the name of more than two persons, held by a trust, held by a corporation, held by a limited liability company, held by a partnership or other entity that is not a natural person. When used in reference to a Home owned in one of the forms listed above, the term “Primary Occupant” shall be synonymous with the term “Owner.” A Primary Occupant must be an officer or director of a corporate owner, a managing member of an LLC owner, a partner of a partnership owner, a beneficiary or trustee of a trust owner or a record title owner of a parcel.

**1.22** “**Property**” or “**Community**” means all the real property which is subject to this Declaration.

**1.23** “**Shall**” as used herein means “must.”

**1.24** “**PUD**” means that certain document dated July 21, 1993, adopted by the Collier County Board of County Commissioners on November 9, 1993, Ordinance No. 93-84.

**1.25** “**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, decks, fences, flagpoles, antennas, playground equipment, and storage sheds.

**1.26** “**Voting Interests**” means the voting rights allocated to the Members pursuant to the Association’s Bylaws.

## **2. ASSOCIATION.**

**2.1** **Membership.** Every Owner of a Lot shall be a Member of the Association. By acceptance of a deed or other instrument evidencing ownership, each Owner acknowledges their membership in the Association, accepts the authority of the Association as set forth herein, and agrees to comply with and be bound by the Governing Documents, as amended from time to time.

**2.2** **Voting Rights.** Voting rights of the Members are set forth in the Association’s Bylaws.

**2.3** **Articles of Incorporation.** A copy of the Amended and Restated Articles of Incorporation of the Association is attached hereto as Exhibit “B.”

**2.4** **Bylaws.** A copy of the Amended and Restated Bylaws of the Association is attached hereto as Exhibit “C.”

**2.5** **Delegation of Management.** The Association may contract for the management and maintenance of those portions of the Property for which it is required to maintain. The Association may authorize a licensed management agent to assist in carrying out its powers and duties by performing functions which may include, but are not limited to: the submission of proposals,

collection of Assessments, maintaining records, enforcement of rules, and performing any maintenance, repairs, and replacements of the Common Areas using funds made available by the Association for such purposes.

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

**2.7 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, as amended from time to time. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other Ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners.

**2.8 Official Records.** The Association shall maintain its official records in accordance with applicable 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 the right to make or obtain photocopies at the reasonable expense of the Member seeking copies. The Association may adopt reasonable rules governing the frequency, time, location, notice, and manner of inspection.

**2.9 Purchase of Lots.** The Association has the power to purchase Lots within the Community in connection with the foreclosure of an Association lien for Assessments, charges, or fines or in connection with any foreclosure of an interest that affects the Association's lien. The Board of Directors may exercise this power without approval of Lot Owners and may hold, lease, mortgage, encumber, or convey such Lots.

**2.10 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 and Section 2.11, the power to acquire, encumber, or convey ownership interests in real property, including recreational facilities, whether or not contiguous with the property, shall be exercised by the Board of Directors only after approval by at least a majority of the voting interests of the Association.

**2.11 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 Lot Owners.

**2.12 Roster.** The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information provided by the Owners. Each Owner is responsible for notifying the Association, in writing, of any change in their mailing address or names. A copy of the roster shall be made available to any Member upon request.

**2.13 Alterations, Improvements, and Additions.** The Association has the authority to make material alterations, improvements, or additions to the Common Areas. This includes, but is not limited to, the installation of gates, gatehouses, speed bumps, and traffic control devices. This authority shall be exercised by the Board of Directors.

**2.14 Bulk Agreements.** The Board of Directors of the Association, by a majority vote and in accordance with the Bylaws, shall have the power to enter into an agreement with an entity to obtain cable television service, communication services, information services, telephone services, security services, or internet services on a bulk-rate basis. Pursuant to such bulk-rate agreement, every Lot within the property subject to this Declaration shall receive the service specified in such agreement and any bulk-rate fee or payment provided for in any such agreement which is to be paid by the Association to the provider shall be a Common Expense of the Association. The Association is not obligated to enter into such agreements, and individual Owners shall have no authority or standing to otherwise require the Association to enter into such agreements.

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

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

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

(B) The Lot Owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;

(C) Any charges properly levied against individual Lot Owner(s) ("Individual Assessments") 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 Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he or she is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 3.12, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and 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 Lot Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her

Lot. No Owner can withdraw or receive distribution of his or her prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

**3.2 Payment Due Date.** Assessments shall be payable at such time as the Board of Directors determines. Assessments which are not paid when due shall be considered delinquent. Receipt of any reminder or invoice is not a prerequisite or requirement for payment. The responsibility to timely pay any Assessment, Individual Assessment, or Special Assessment levied by the Association is independent of such receipt.

**3.3 Purposes of Assessments.** The Assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot Owners and residents; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned by the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities 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.

**3.4 Share of Assessments, Regular, Special, and Individual.** The Owners of each Lot shall be liable for a 1/217<sup>th</sup> share of the regular annual assessments and special assessments levied by the Association for common expenses of the Association. All monetary fines assessed against an Owner pursuant to the governing documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the Governing Documents, shall be an Individual Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein.

**3.5 Lien.** The Association has a lien on each Lot for unpaid past due Association Assessments, and charges, together with interest, late payment penalties, costs and reasonable attorney's fees incurred by the Association in enforcing the lien. The lien is perfected by recording a Claim of Lien in the Public Records of Collier 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, fines and charges, interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

**3.6 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, Florida Statutes, as amended from time-to-time hereafter, for the foreclosure of a lien upon a Lot for unpaid Assessments. All unpaid Assessments and charges also constitute a personal obligation of the Owners, and the Association may, in addition to any other remedy herein provided,

bring an action at law against any Owner liable for unpaid charges or Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and reasonable attorney's fees 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 and costs in connection with any appeal of such action.

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

**3.8 Application of Payments; Failure to Pay; Interest.** Assessments, charges, and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges, and installments thereon shall become due, and the Lot Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney's fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid regular, special or individual assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any Tenant occupying the Lot during any period in which assessments for the Lot are due, but have not been paid to the Association to pay the rent to the Association as provided in Section 10.9.

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

**3.10 Removal of Property.** After the Association successfully performs a foreclosure on the property, if the 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 such forfeited property after ten (10) days written notice by certified mail addressed to the Owner at

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

**3.11 Certificate as to Assessment, Mortgage Questionnaires.** Within ten (10) working days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an “estoppel letter”) stating whether all Assessments and other monies owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge up to the maximum amount allowed by law to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to \$150.00 (in addition to any charge for an estoppel letter) plus attorney’s fees for doing so.

**3.12 Mortgage Foreclosure.** Unless otherwise provided by law, if the mortgagee of a first mortgage of an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for the share of Common Expenses or Assessments attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee’s acquisition of title as required by Section 720.3085, Florida Statutes. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including such acquirer and his or her successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due Assessments due and owing at the time of sale regardless of whether or not the Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his or her Ownership.

**3.13 Resale Capital Assessment.** The Association shall levy a Resale Capital Assessment upon the transferee of a conveyance of any Lot owned by an Owner to be used by the Association for any lawful purpose. The amount of the Resale Capital Assessment shall be determined by resolution of the Board from time to time, but upon the recording of this Declaration the amount shall be set at \$1,500.00 until otherwise determined by the Board. The due date shall be the date of the closing of the conveyance or the transfer of record legal title to a Lot. The Resale Capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. For the purposes of Subsection 3.13, the term “conveyance” shall mean the nonexempt transfer of record legal title to a Lot by deed or other authorized means of conveyance for or without valuable consideration, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Resale Capital Assessment:

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

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

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

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

#### 4. **EASEMENTS.**

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

4.2 **Utility Easements.** A perpetual easement shall exist upon, over, under and across the property of Maplewood Homeowners' Association 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 Lots 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 Lots 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 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 herein, and, to aid thereof, to mortgage said properties;

(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 Lot as necessary to meet the Association's maintenance responsibilities.

**4.5 Encroachments.** Any Owner of a Lot in the properties which Lot contains a structure which encroaches upon another Lot or, the Common Areas shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

**4.6 No Easement for View.** There is no guarantee that any particular view or vista now existing or that may exist in future will be preserved, protected, or remain unobstructed and there is no express or implied easements for view purposes appurtenant to any Lot or Common Area.

**4.7 Modification of Easements.** Notwithstanding anything to the contrary contained herein, the Association has the power, without the joinder of any Owner, to grant, modify, or relocate easements in any portion of the Common Area or Association property, as the Board shall deem necessary or desirable for the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

**4.8 Right of Entry for Emergency, Health, and Safety Reasons.** The Association shall have the right, but not the obligation, to enter into any Lot for emergency, health, or safety reasons, and to inspect for the purpose of ensuring compliance with the Declaration, the Bylaws, and the Association Rules and Regulations, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. No such entry shall be deemed a trespass or other offense. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right to entry shall include the right of the Association to enter a Lot to cure any condition which is a violation of the Governing Documents or may increase the possibility of a fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

**4.9 Owner's Right to Exclusive Use and Enjoyment.** Each Owner shall have the exclusive right to the use, occupancy, and quiet enjoyment of the Owner's Lot, subject only to the easements, rights of entry, and access privileges expressly granted to the Association, including but not limited to, its agents, representatives, vendors, contractors, utility providers, and other parties in this Declaration, or as otherwise required by law. No Owner, resident, guest, tenant, invitee, or contractor of an Owner shall enter upon, cross over, or otherwise access any Lot other than the Lot owned or lawfully occupied by such Owner, without the prior express consent of the Owner of the affected Lot. Any entry without such consent is strictly prohibited and shall constitute trespass for purposes of this Declaration, regardless of whether any damage or disturbance results. This Section shall not apply in emergency situations in which entry by an Owner is reasonably necessary to prevent imminent injury to persons or significant property damage. In such circumstances, the entering Owner shall promptly notify the affected Owner and the Association of the entry and the circumstances requiring it. The Board, in its sole discretion, shall determine whether an entry constitutes a breach of quiet enjoyment. If the Association elects not to act on a complaint alleging a breach of quiet enjoyment, or if the complaining Owner believes the Association's action is insufficient, that Owner may pursue legal action directly against the other Owner(s) involved. However, the complaining Owner expressly waives any right to take action against the Association or its officers, directors, employees, agents, or attorneys arising from the Association's handling of the complaint.

## 5. MAINTENANCE.

**5.1 Association Maintenance.** The Association shall, in addition to other maintenance obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility for all Common Area property located within the Property including the landscaping, and electrical fixtures serving the Common Areas. The Association shall also be responsible for the maintenance, repair, and replacement of all potable and non-potable water lines up to and including the shut-off valves to individual Lots, and the cost shall be a Common Expense.

**5.2 Lot Owner Maintenance.** The individual Lot Owners shall, in addition to other obligations contained elsewhere herein, have the maintenance, repair, and replacement responsibility of the following:

(A) The Home, structure, and all structural components, including courtyard walks, entry doors, garage doors, roof components, windows, sliding glass doors, screens, screen doors, and their hardware, frameworks, and locks serving the Home. The roofs and exterior of the structure shall be cleaned on a regular basis to remove and discourage mold and mildew growth.

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

(C) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, television and internet cables and connections, telephone, and other similar lines and connections, and sewer pipes serving the individual Lot.

(D) All grounds, green areas, storm drains, drain courses, sprinkler systems, and other portions of same located on the individual Lots including but not limited to all potable and non-potable water lines from the shut-off valve and serving the individual Lot. However, the Association may contract for the mowing of the Lots on a bulk service basis and charge the cost of same as an individual assessment to only those Lot Owners that choose to utilize the service.

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

(F) Unimproved Lots shall be kept in a neat and well-maintained condition at all times, free from debris and rubbish and regularly mowed.

**5.3 Enforcement of Maintenance.** If the Owner of a Lot fails to maintain his or her Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot and remedying the violation, with or without consent of the Lot Owner,

but only after ten (10) days written notice of intent to do so. 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 Properties. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided and shall be an Individual Assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3.

**5.4 Negligence; Damage Caused by Condition in Lot.** Each Lot Owner shall be liable for the expenses of any maintenance, repair, or replacement of Common Areas, other Lots, or personal property made necessary by their act or negligence or by that of any member of their family or their guests, employees, agents, or lessees.

**5.5 Reimbursement.** All costs and expenses incurred by the Association under Sections 5.3 and 5.4, including attorney's fees and costs connected with such matters, shall be reimbursed to the Association by the Owner and shall constitute an Individual Assessment against the Owner and their Lot.

**5.6 Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the Property, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot, suspension of the right to vote and the right to use any Recreational Facilities (if any) on the Common Areas, and exclusion from the Property of any contractor, subcontractor, agent, or other invitee who fails to comply with the provisions of such Rules and Regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. The Association shall be entitled to an award of reasonable attorney's fees and costs incurred in enforcing or interpreting this Declaration. The Board of Directors may create and disband committees as it deems appropriate and may assign Directors as liaisons to said committees.

## **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 or Lot occur unless and until the plans, specifications, and location of same have been submitted to, and approved in writing by, the Architectural Review Committee (hereinafter "ARC"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ARC shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARC the plan shall be deemed denied. Notwithstanding the foregoing, no approval (or improvement governed by such approval), whether expressly granted or deemed granted shall be inconsistent with the Architectural Planning Criteria or other Governing Documents unless a written variance has been granted pursuant to Section 6.4. All approved modifications or improvements shall be completed within one hundred eighty (180)

days from the date of approval. All changes, alterations, or modifications to an approved plan must also be approved pursuant to these same requirements.

**6.2 The ARC.** The architectural review and control functions of the Association shall be administered and performed by the ARC, which shall consist of not less than three (3) nor more than five (5) persons, who shall 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. The Board of Directors can appoint all or some of the Directors to the ARC. 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, shall be filled by the Board of Directors. The members of the ARC shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ARC shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ARC in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ARC are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ARC within thirty (30) days from the date of the ARC decision.

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

(B) To require submission to the ARC of one (1) complete set 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, or Lot including without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or landscape device, object or other improvement, the construction or placement of which is proposed upon the Properties. The ARC may also require submission of samples of building materials proposed for use on or as part of any Home and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(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 Properties, and which is visible from the outside of any Home. Evidence of approval by the ARC may be made by a certificate, in recordable form, executed by the Chairperson of the ARC. Any party aggrieved by a decision of the ARC or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

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

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

**6.4 Variances.** The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations exist, by a written instrument which must be signed by at least two (2) members of the ARC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his or her use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The Board of Directors may overrule and void any variance granted by the ARC if such action is taken within twenty (20) days from the date the variance is granted.

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

**7. SURFACE WATER DRAINAGE PLAN AND EASEMENTS.**

**7.1 Easements.** Collier County has adopted a Surface Water Drainage Plan for the Maplewood subdivision (said plan is hereafter referred to as the “Plan”). Within and upon the rear five feet (5’) of each Home there shall be a non-exclusive surface water drainage easement that shall run in favor of Maplewood Homeowners’ Association, Inc. and in favor of the Owners of any properties within Maplewood that the Plan shows as utilizing said easement area for surface water drainage. This easement shall entitle the Association to grade and slope the easement area so that surface waters flow over the easement area shall be in accordance with the Plan adopted by the County. The aforementioned easement includes the right to drain surface water from other residential lots over and upon easement areas, provided such drainage is in accordance with the Plan. All grading and sloping done by Association pursuant to its easement shall be accomplished with as little inconvenience to the Owner of the residential lot as practical. If grading and sloping are necessary to be done because an Owner failed to construct or maintain his or her property in accordance with the drainage plan submitted by such owner to the ARC and approved by the ARC, the owner shall be responsible for the cost of said grading and sloping. Otherwise, the cost shall be an Association expense.

**7.2 Easements Within Buffer Areas.** There shall be a non-exclusive easement for percolation of surface water over and upon the various buffer easement areas set forth in the Maplewood Plat. This easement shall be in favor of the Association and any properties which the Plan shows as utilizing said areas for percolation.

**7.3 Existing Easements Not Affected.** Nothing in this instrument is intended to detract in any way from any easements set forth in the aforesaid Plat for Maplewood or from easements otherwise created.

**7.4 Easement Limitations.** The easements described herein shall be limited to the right to drain surface water and the right to go upon easement area to grade or slope said easement area to accomplish surface water drainage in accordance with the Plan.

**7.5 The Architectural Review Committee (ARC).** As part of the ARC approval process, Owners shall submit a surface water drainage plan for the Lot or property proposed for improvement. Such plan shall contain appropriate elevation figures and arrows showing the proposed direction of surface water drainage. The ARC shall review said plans to determine whether said plan conforms to the County Plan. Every Owner who obtains ARC approval for improvements to be placed on his property shall be required to obtain from the ARC a signed, dated statement stating that the surface water drainage plan submitted by the Owner complies with the County Plan. In all other respects, the provisions of Section 6 above shall apply to surface water drainage plans and improvements.

**8. USE RESTRICTIONS.** The following rules and standards apply to all persons and shall be enforced by the Association pursuant to Section 13 hereof.

**8.1 Home.** Each Home shall be occupied by only one family at any time. Each Home shall be used as a Home and for no other purpose. However, “no impact” or “low impact” home-based business in and from a Home are allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered “impact” businesses

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

**8.2 Guest Occupancy.** The use or visitation of a Home without consideration (*i.e.*, payment) constitutes Guest usage, as distinguished from a tenancy. Owners and Tenants are permitted to have overnight Guests in their Home when they are not in residence, provided that written notice is given to the Association at least ten (10) days prior to the Guest's occupancy of the Home. The Board may adopt and enforce additional rules, policies, and procedures as necessary to implement and regulate Guest occupancy in accordance with this Article. If the Association reasonably suspects that an Owner is attempting to circumvent rental restrictions by accepting payment or other consideration for an occupancy represented as a Guest stay, the Association may require the proposed Guest(s) to submit documentation, which may include, but is not limited to: (a) proof of familial relationship or other qualifying personal relationship; (b) an affidavit confirming that no payment or consideration has been exchanged for the occupancy; and (c) any other evidence the Association deems appropriate to determine compliance.

**8.3 Minors; Operation of Motor Vehicles on Common Area.** All persons under eighteen (18) years of age shall be closely supervised at all times by an adult to ensure that they do not become a source of unreasonable annoyance to other residents. Any person that does not have a valid, current driver's license is prohibited from operating any motor vehicle, including but not limited to golf carts, on the Common Area unless said person is under the direct supervision of another person that has a valid, current driver's license.

**8.4 Animals and Pets.** No Lot or Home shall keep more than three (3) household pets at any one time. Household pets shall be limited to dogs, cats, or other customary domestic household animals as may be approved by the Board of Directors from time to time. All pets must be kept and maintained in a manner that does not create a nuisance, unreasonable annoyance, or health or safety hazard to other residents, as determined by the Association in its reasonable discretion. No animal shall be kept, bred, or maintained for any commercial purpose. No person owning or having custody of an animal shall permit such animal to roam, stray, or otherwise enter upon another Lot, Home, or the Common Areas except when properly leashed or carried and under the control of a responsible person. Animals must be carried or restrained by a leash at all times when outside the boundaries of the Owner's Lot or Home. Owners are responsible for the immediate removal and proper disposal of pet waste deposited by their animals on their Lot, other Lots, Homes, or the Common Areas. The keeping of animals is a privilege subject to compliance with this Declaration and the Association's rules. The Board of Directors shall have the authority to levy fines, suspensions, and/or require the removal of any animal that constitutes a continuing nuisance or poses a threat to the health, safety, or welfare of residents. Any Owner who, as of the effective date of this amendment, lawfully keeps more than the permitted number of household pets may continue to keep only those specific pets in existence as of

the effective date (“Grandfathered Pets”); however:

(A) No replacement or additional pets shall be permitted once the total number of pets in the household is reduced to the maximum allowed under this Section;

(B) Grandfathered status shall apply only to the specific pets identified pursuant to this Section and shall automatically terminate upon the sale, lease, transfer of occupancy, or other change in ownership or possession of the Lot or Home; and

(C) All Grandfathered Pets remain subject to the nuisance and safety provisions contained herein.

Owners claiming Grandfathered Pet status must, within thirty (30) days of the effective date of this amendment, provide the Association with written notice identifying each pet by type, breed (if known), color, and approximate age. Failure to timely register such pets shall constitute a waiver of grandfathered status.

**8.5 Nuisances.** No Owner shall use his or her Home, 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 Home, or which would not be consistent with the maintenance of the highest standards for a first-class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

**8.6 Signs, Flags, and Banners.** No person may post or display a sign, including, but not limited to any political signs, flags, or banners, anywhere within Maplewood Homeowners’ Association other than one (1) “For Sale,” “Open House,” or other similar sign when said sign is used for the purpose of actively marketing the Home for sale; and one (1) sign provided by a contractor for security services within ten (10) feet of any entrance to the Home. Any such sign may not be larger than four (4) square feet. Owners are permitted to display up to two (2) portable, removable flags as set forth in Section 720.304, Florida Statutes. All flags must be displayed in a respectful manner consistent with the requirements for the United States flag under 36 U.S.C. Chapter 10 – Patriotic Customs.

**8.7 Garages.** Each Home shall have an attached garage capable of housing not less than two (2) standard sized automobiles. Carports are prohibited. No more than three (3) vehicles shall be regularly parked in the driveway of a Lot. No garage shall be enclosed or converted to other use without the approval of the ARC, which said approval must require construction of another garage on the Lot meeting the requirements of this Declaration. Garage doors shall be kept closed at all times, except when entering or exiting the garage or when outdoor activities necessitate convenient garage access. Garage doors may be left open if equipped with electrically/manually operated overhead garage door screens designed to increase air circulation while shielding the garage interior from public view. The screen material must be of the “solar” type available in various colors to ensure the garage interior is screened from public view while maintaining the appearance of a

closed garage door. Garage door screens require prior ARC approval.

**8.8 Lot Structures.** Other than one single family Home and related garage, no structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any Lot or the Common Areas at any time either temporarily or permanently without the approval of the ARC. Each single-story family home Lot structure shall have a minimum of 600 square feet of air-conditioned floor area exclusive of breezeways, porches, patios and garages; and each multi-story family Home shall have a minimum of 750 square feet of air-conditioned floor area on the ground floor exclusive of breezeways, porches, patios and garages consistent with the development standards for Maplewood. All roofs shall be covered by architectural grade shingles, metal, or tiles. Any proposed roof replacement, in whole or in part, shall first be approved in writing by the ARC.

**8.9 Setback Lines.** The ARC shall have the right to determine and designate building set back lines necessary to conform to Maplewood's general development plan.

**8.10 Motor Vehicles, Trailers, and Boats.** No maintenance, mechanical repairs, body work, painting, restoration, or disassembly of any motor vehicle, boat, trailer, or similar equipment shall be conducted on any Lot or Common Area except: (i) within a fully enclosed garage; or (ii) in the case of temporary emergency repairs necessary to move a disabled vehicle. Routine cleaning and minor servicing (such as tire inflation or battery replacement) are permitted, provided such activity does not create a nuisance or violate any other provision of the Governing Documents. The following vehicles and equipment may not be parked, stored, or kept on any Lot, driveway, or Common Area unless fully enclosed within a garage: boats, boat trailers, personal watercraft (including jet skis and wave runners), ATVs, UTVs, Side-by-Sides, swamp buggies, dune buggies, go-carts, golf carts (unless otherwise permitted by written Association rule), motor homes, recreational vehicles, travel trailers, campers, utility trailers, and equipment trailers. For purposes of this Section, "garage" means a fully enclosed structure with a functioning garage door.

Vehicles parked within the Community must comply with Section 720.3075, Florida Statutes, and all applicable federal, state, county, and municipal regulations. No vehicle may be parked in violation of Collier County Code of Ordinances Section 130-97 or any successor provision. The Association may require proof of compliance upon reasonable request.

No vehicle that is unregistered, unlicensed, inoperable, disabled, unroadworthy, or lacking current license plates shall be parked or stored on any Lot or Common Area on an overnight basis except within a fully enclosed garage. A vehicle shall be deemed inoperable if it: (i) cannot move under its own power; (ii) has one or more flat tires; (iii) has expired registration or license plate; (iv) is missing major body components; or (v) has broken windows or significant visible collision damage.

Vehicles parked in driveways or otherwise visible from the street must be maintained in good condition and appearance. No vehicle shall be permitted to remain in a state of significant disrepair, including but not limited to: (i) missing body panels; (ii) extensive rust; (iii) broken windows; (iv) severe body damage; or (v) other visible conditions inconsistent with community standards. No vehicle parked in a driveway or visible from the street may be covered by tarpaulins, car covers, rugs, or similar materials.

The Association may enforce this Section in accordance with Chapter 720, Florida Statutes, and the Governing Documents. Vehicles in violation of this Section or the parking provisions on property owned or controlled by the Association may be towed in compliance with Florida Statutes §715.07, including required signage and notice provisions. The Association shall not tow vehicles from public streets or roadways. All towing shall be performed by a properly licensed towing operator. The owner of the vehicle and/or Lot shall be responsible for all towing and storage charges imposed by the towing company. If not promptly paid, said towing and storage charges shall be an Individual Assessment against the Lot secured by a lien. The Association may also levy fines and suspend use rights as authorized by the Governing Documents and Florida law.

**8.11 Parking on Streets or Roadways.** The Association does not authorize, permit, or regulate parking on public or non-Association-owned streets or roadways and shall not be responsible for enforcement of traffic or parking laws on such streets or roadways. Residents and guests must comply with all applicable federal, state, and local traffic and parking laws. If a vehicle parked on a public or non-Association-owned street or roadway creates a safety hazard, obstructs traffic, emergency access, or pedestrian pathways, or otherwise violates applicable law, the Association may notify the appropriate governmental authority or law enforcement agency. Nothing herein shall be construed as granting the Association authority to tow vehicles from public streets or roadways.

**8.12 Parking on Lots, Driveways, and Common Areas.** Vehicles shall be parked only in enclosed garages, paved driveways serving the Lot, or Association-designated parking areas, if any. No vehicle shall be parked in a manner that obstructs sidewalks, fire hydrants, utilities, drainage areas, or ingress or egress. No vehicle shall be parked on lawns, landscaped areas, unpaved areas, or Common Areas not designated for parking. No vehicle that is parked in the driveway of a Home can extend onto the sidewalk, gutter, curb, street or roadway. No vehicle shall be parked in a manner that creates a safety hazard. Temporary exceptions are permitted only for active construction, repair, or ground maintenance.

**8.13 Landscaping.** Except for areas maintained by the Association, all areas of Lots not covered by structures, walkways, or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the roadways edge of any abutting streets and to the waterline of any abutting lakes, rivers, or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. All lawn and landscaping shall be completed at the time completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency and shall thereafter be kept in good condition by the Owner. The landscaping on Lots, including without limitation, the trees, shrubs, lawns, flowerbeds, walkways, and ground elevations, shall be maintained by the Owner thereof in a well-groomed manner. Such grooming shall include but not be limited to regularly cutting, trimming, watering and fertilizing. Mulched areas must be regularly mulched. All Lots shall install and regularly utilize a below ground irrigation system for watering their lawn and landscaping except that any Lot not so equipped on the day this amendment is recorded in the Public Records of Collier County, Florida shall not be required to install such a system (“grandfathered”) until such time as the Lot is sold or a Home is constructed thereon whichever shall occur first at which point an irrigation system shall be installed and utilized in compliance herewith. Irrigation systems may not utilize the community lakes as a source of water.

#### **8.14 General.**

(A) No towels, garments, rugs, etc., may be hung from windows or other parts of the Homes. No clotheslines or drying yards shall be allowed except those that are temporary in nature and cannot be viewed from the street. Clotheslines and drying yards must be removed and stored when not in use.

(B) 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.

(C) No obnoxious or offensive activity shall be carried on nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the community or its residents.

(D) 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 Homes and the interior roadways except when out for pick-up. Trash and recycling bins shall not be placed at the curb more than twenty-four (24) hours prior to the scheduled pick-up time and must be removed from the curb no later than twenty-four (24) hours after collection. A structure designed to enclose and screen garbage cans is allowed with prior approval of the ARC.

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

(F) All recreational facilities or improvements constructed or placed on a Lot, including without limitation by specification, any play or recreation structures, such as swing sets, play houses, plastic play sets or any other kind of structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities") must first be approved by the Board, which said approval shall be conditioned upon the Recreational Facility being adequately landscaped so it is not visible from the street or the adjoining neighbor's yard. Swing sets will be no higher than 8 feet, no longer than 13 feet, and no wider than 9 feet. All swing sets shall be made out of preserved wood or metal. The Owner is responsible to keep all Recreation Facilities maintained in a satisfactory manner. If upon inspection, the Owner has not maintained the Recreational Facilities the Board may order them removed. If Tenants wish to erect a swing set or other Recreational Facility, they must have written permission signed by the Owner (not the Owner's agent) of the Home. The written permission slip must be provided to the Board prior to installation and must indicate who is going to pay for the landscaping required to shield the Recreational Facility from view. The Board shall place the written permission slip in the files of the Association. No basketball backboards shall be attached to a dwelling, or any structure connected to the dwelling. Portable basketball backboards are allowed. If an Owner desires to erect a tent, children's bubble house, stage, or other type of rented structure or have a live animal for any purpose such as a wedding, birthday or graduation party, the Owner must first obtain permission from the Board. Permission should be sought at least two (2) weeks prior to

the proposed event.

(G) All telephone, television, internet, electric, water, sewer, fuel lines, and pipes or other distributors must be installed underground from the Lot line to the use connection. All air conditioning units, pool pumps, and filters shall be suitably screened from view by means of landscaping or other approved screening devices from the view of the road and from adjoining Lots.

(H) The digging, installation and/or use of wells upon any Lot for any purpose is strictly prohibited unless otherwise permitted in writing by the Board of Directors and approved by the ARC. Wells may be approved on the limited basis the well water will be utilized for irrigation purposes only and shall incorporate a filtration system to prevent obtrusive odors and staining or discoloration of Homes and other improvements.

(I) Holiday decorations may be displayed on the exterior of a Lot or in areas visible from the street or Common Areas only during the following timeframes:

- Winter Holidays: Decorations may be installed no earlier than November 15 and must be removed no later than January 15.
- Other Recognized Holidays: Decorations may be installed no earlier than 14 days prior to the holiday and must be removed no later than 14 days after the holiday.

The Board of Directors may adopt additional rules, guidelines, or limitations regarding the type, placement, and duration of holiday decorations to preserve the community's aesthetics and safety.

(J) Hurricane shutters may remain closed on a continuous basis for unoccupied Homes during the Atlantic hurricane season, which runs from June 1st through November 30th. At all other times of the year, hurricane shutters must either be removed or remain in the open position.

**8.15 Driveways.** All dwellings shall have a paved driveway of stable and permanent construction. The driveway shall be at least ten (10') feet in width. All driveways shall be made of concrete or asphalt unless otherwise approved in advance and in writing by the ARC.

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

**8.17 Mailboxes; Address Markers.** Mailboxes and their supporting structures must be approved by the Master Association and receive written approval of the ARC before being installed. The replacement and/or installation of new mailboxes must conform to the current standard of black posts and boxes on Stanhope Circle and white posts and boxes on Crossfield Circle.

**8.18 Window Coverings.** Window tinting as a method of energy conservation is permitted provided that the type and method of tinting is first approved by the ARC. Reflective or foil window coverings are prohibited. No awnings, canopies, or shutters shall be permanently installed on the

exterior of any building unless first approved in writing by the ARC.

**8.19 Restrictions on Political Holiday Displays.** For purposes of this Declaration, a “Political Holiday Display” means any decoration, sign, banner, flag, lighting, image, symbol, or themed item that:

(A) References, endorses, opposes, or depicts any political figure, political party, political ideology, ballot issue, governmental policy, or public office; and

(B) Is incorporated into, associated with, or presented as a holiday, seasonal, or commemorative display (including but not limited to national holidays, patriotic holidays, cultural holidays, or politically themed observances).

Examples include, without limitation:

- Holiday decorations incorporating political figures, campaign slogans, or party symbols;
- Displays combining political imagery with patriotic holidays (e.g., July 4th, Memorial Day, Veterans Day) other than the statutorily protected U.S. flag or military flags;
- Seasonal yard décor promoting or opposing political viewpoints.

No Owner, resident, tenant, occupant, or guest may place, erect, install, or display any Political Holiday Display on any Lot, building exterior, window, lawn, or vehicle parked on the Lot, nor on any Common Areas. Political Holiday Displays are prohibited in all forms, including but not limited to:

- Signs, posters, or banners;
- Inflatables, lawn ornaments, or decorative sculptures;
- Lighting arrangements or projection displays;
- Flags, bunting, or similar items containing political content incorporated into a holiday or seasonal theme.

**8.20 Drones.** Drones shall only be used as permitted herein:

(A) “Drone” shall mean a powered aerial vehicle that 1) does not carry a human operator; 2) uses aerodynamic forces to provide vehicle lift; and 3) can fly autonomously or be piloted remotely.

(B) Except as provided herein, the operation of Drones of any kind for any purpose is prohibited within the Property, except within the interior confines of the residences. No Owner shall operate a Drone in the prohibited areas or permit such operation by any occupant, agent, tenant, invitee, guest, friend, or family member. Operation shall include carrying, possessing, or otherwise handling or controlling a Drone.

(C) Notwithstanding the above, owners are permitted to operate Drones as may be required in connection with real estate listings and for maintenance or installation of improvements on the Home or Lot but only with prior written approval of the Association. Prior to such operation, owners shall:

1. Make a request to the Association at least three (3) business days prior to use of the Drone.
2. Provide state-issued identification of the person operating the Drone.
3. If applicable, provide proof of licenses/permits to operate the Drone.
4. Acknowledge and agree to use the Drone for a period not to exceed two (2) hours.

**8.21 Water Management, Retention and Drainage Areas.** The water management, retention, and drainage areas (lakes) are part of the Common Areas. Except as provided herein the maintenance, repair, and replacement of the water management, retention, and drainage areas are the obligation of the Association. Such maintenance shall include the removal of aquatic weeds and debris when deemed reasonably necessary by the Board of Directors. Swimming or bathing in water retention areas shall be prohibited. Using the water retention areas for irrigation purposes is prohibited.

No engine-driven boats of any kind shall be used on the lakes, within the property without specific approval of the Master Association. No docks, bulkheads, moorings, pilings, or boat shelters of any kind shall be erected on or over the lakes within the property, except such as shall be constructed as part of the Association property and with Association approval. The area, if any, between the rear lot line of the lot and the water's edge of any lake or other body of water within the Property shall be landscaped and/or sodded and maintained by the owner of said Lot as if said area were a portion of the Lot owned by said Owner. No person or persons whomsoever shall be permitted upon that portion of the land lying between the rear lot line of the Lot and the water's edge of any lake or other water body within the Property, except an employee or contractor of the Association for the sole and exclusive purpose of performing maintenance upon and within said lake or other water body.

No boats shall be used upon any portion of the Property which is designed for water retention unless the Association specifically approves said usage. The administration, management, operation and maintenance of the water retention areas and drainage system shall be the responsibility of the Association. The Association shall not waive or amend the foregoing maintenance obligation without the prior written consent of the South Florida Water Management District. The cost of administering, operating, maintaining, repairing, replacing and reconstructing the water retention areas and drainage system and improvements shall be the responsibility of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors and such rules and regulations as the Board of Directors may adopt from time to time.

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

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

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

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

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

(E) Directors and Officers Liability Coverage.

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

**9.2 Duty to Reconstruct**. If any Home or other improvements located on any Lot and Home are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane, or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within 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, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors. The Board of Directors may in its sole and exclusive discretion extend the time periods for reconstructions contained herein.

**9.3 Failure to Reconstruct**. If the Owner of any Home fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.2, the Association shall give written notice to the Owner of his or her default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his or her obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the Owner of the Home shall be deemed to have assigned to the Association any right he or she may have to insurance proceeds that may be available because of the damage or destruction of the improvement. The Association shall have the right to recover from the Owner any costs not paid by insurance and shall have a lien on the Lot and Home to secure payment.

**9.4 Association Insurance; Duty and Authority to Obtain**. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them,

and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

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

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

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

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

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

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

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

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

**9.11 Damage to Common Areas.** Where loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to repair, restore, and rebuild the

damage caused by the loss, and the following procedures shall apply:

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

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

**10. LEASING OF HOMES.** The following restrictions shall apply to any type of occupancy of a Lot for which consideration has been paid by the occupant or on behalf of the occupant to any person or entity including but not limited to the Lot Owner. Leasing includes occupancy pursuant to a license or transient rental agreement. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Homes by their Owners shall be restricted as provided in this section. All leases of Homes must be in writing. An Owner may lease only his or her entire Home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant that was not approved under the existing lease.

**10.1 Procedures.**

(A) Notice by the Owner. An Owner intending to lease his or her Home shall give to the Board of Directors, or its designee written notice of such intention at least twenty (20) 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 including but not limited to a credit report, background check and proof of lawful residency. The Board may require a personal interview with any lessee, proposed occupant and his or her spouse, if any, as a pre-condition to approval. The applicant must sign for having received copies of the rules and regulations of the Association.

(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. The Board may delegate its authority to approve or disapprove a lease to a committee, a single officer or the community association manager.

(C) Disapproval. Unless the authority has been delegated as provided in (B) above a proposed lease shall be disapproved only if the Board so votes, and in such case the lease shall not be made. A proposed lease may only be disapproved for good cause. In considering whether good cause exists the Board shall consider each applicant on a case-by-case basis and shall take into account mitigating factors such as the recency of the event and the detrimental impact on the community based on verifiable data and information. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The Owner is delinquent in the payment of assessments, fines, or other charges at the time the application is considered;
2. The Owner has a history of leasing his or her Home without obtaining approval, leasing for periods of time that are less than the minimum required, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her Home;
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 or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;
5. The prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
6. The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
7. The prospective lessee evidences a strong possibility of financial irresponsibility;
8. The lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
9. The prospective lessee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
10. The Owner fails to give proper notice of his or her intention to lease his or her Home to the Board of Directors.

(D) Notwithstanding any provision of this Declaration no Owner may lease his or her Lot for a period of two (2) years from the first date of ownership. The two (2) year leasing moratorium shall commence on the date the deed to the Lot is recorded in the Public Records of Collier County, Florida. The foregoing notwithstanding, if title to a Lot is transferred and the Lot is being leased pursuant to an approved lease at the time of transfer of title, the new Owner may continue to lease the Lot for the remainder of the current lease and any renewals of the lease as long as the tenants have not changed. Upon the expiration of the current lease or any approved renewals of the lease with the same occupants, the two (2) year leasing moratorium shall commence. Existing Owners who currently reside within the Property and have resided within the Property for the twelve (12) months

preceding the purchase of the additional Lot shall not be subject to this provision.

**10.2 Term of Lease and Frequency of Leasing.** No Home may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) days. No new lease shall begin until the original full term of the last lease has expired. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no 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. No Home may be advertised or offered for lease for a lease term of less than thirty (30) days.

**10.3 Maximum Number of Rentals.** The Association finds and declares that limiting the number of leased Homes within the Community is necessary to preserve the residential character of the Community, promote owner occupancy, and maintain property values. Accordingly, at no time shall more than ten percent (10%) of the total number of Homes within the Community, rounded down to the nearest whole number (the "Rental Cap"), be leased or rented. An Owner may lease the Owner's Home only if the number of Homes then subject to approved leases is less than the Rental Cap at the time the Owner submits a complete written request to lease to the Association. If the Rental Cap has been reached, the Owner shall be placed on a waiting list maintained by the Association in the chronological order in which complete written requests to lease are received. An Owner shall be permitted to lease the Home only when a rental slot becomes available and the Owner reaches the top of the waiting list. Any lease entered into in violation of this Section shall constitute a violation of the Declaration and shall be subject to enforcement by the Association in accordance with the Declaration, the Bylaws, and applicable law. This Amendment shall apply only to Owners who acquire title to a Lot after the effective date of this Amendment. Nothing herein shall impair the right of any Owner who acquired title prior to the effective date of this Amendment to continue leasing such Owner's Home in accordance with the Declaration as it existed prior to such date; provided, however, that such right shall terminate upon any transfer of title to the Lot.

**10.4 Exceptions.** Upon written request of a Homeowner, the Board of Directors may approve one additional lease of the Home within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

**10.5 Guest Occupancy During Lease Term.** Guests may occupy leased Homes in accordance with Section 8.2.

**10.6 Use of Common Area and Association Property.** To prevent overtaxing the facilities, an Owner whose Home is leased may not use the recreation or parking facilities during the lease term.

**10.7 Regulation by Association.** All of the provisions of the Governing Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the Owner's agent with the authority to terminate any lease 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.

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

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

**10.10 Assignment of Rent.** In the event an Owner is in default in the payment of assessments or other monetary amounts due and owing to the Association and the Owner's Lot or Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. Upon demand by the Association, the tenant shall pay said rent to the Association. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the monetary delinquency on the Owner's account for the leased Lot or Home according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. The rights contained herein are in addition to any rights granted by law.

**10.11 No Discrimination.** The Association is an equal opportunity provider of housing and shall not disapprove a lease for an illegal discriminatory reason.

**11. TRANSFER OF OWNERSHIP OF LOTS.** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of Ownership of a Home shall be subject to the following provisions. NOTE: Any person who was not approved as part of the conveyance to the present Owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an Ownership interest in the Lot. If a transfer is disapproved for good cause the Association shall have no obligation to purchase the Home nor provide an alternate purchaser.

**11.1 Forms of Ownership.**

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

(B) Co-Ownership. Co-ownership of Lots is permitted. If the co-owners are to be other

than husband and wife, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) natural person as "Primary Occupant." The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer to Ownership by sale or gift subject to the provisions of this Section 11. No more than one such change will be approved in any 12-month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Home may be used as short-term transient accommodations for several individuals or families or in the manner of fractional Ownership or a vacation club.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional Ownership or vacation club. The approval of a trust, or corporation, partnership or other entity as a Lot Owner shall be conditioned upon designation by the Owner of not more than one (1) natural person to be the "Primary Occupant." The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer of Ownership by sale or gift subject to the provisions of this Section 11. No more than one such change will be approved in any 12-month period.

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

(E) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 11.2. In that event, the life tenant shall be the only Association member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 11.1(B).

## **11.2 Transfers.**

(A) Sale or Gift. No Lot Owner may transfer a Lot or any Ownership interest in a Lot by sale or gift (including an agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Lot Owner acquires his or her title by devise or inheritance, his or her or her right to occupy or use the Lot shall be subject to the approval of the Board of Directors under Section 11.3(A)(2). The approval shall not be denied to any devise or heir who was the prior Owner's lawful spouse 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 Lot before being approved by the Board of Directors under the procedures outlined in Section 11.3.

(D) To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, to the President, Vice President, Treasurer, or the community association manager, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

### **11.3 Procedures**

(A) Notice to Association.

1. Sale or Gift. An Owner intending to make a sale or gift of his or her Lot 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 or her spouse, if any, as a pre-condition to approval.

2. Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his or her Ownership and submit a certified copy of the instrument evidencing his or her 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 Home following the procedures in this Section or Section 10.

3. Demand. With the notice required in Subsection (A)(1), the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Lot at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Home determined as provided below.

4. 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 Owner fails to obtain the Association's approval prior to selling an interest in a Lot, such failure shall create a rebuttable presumption that the seller and the purchaser 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 interview 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 Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

1. With Good Cause. Approval of the Association shall be withheld for good cause only if the Board so votes. A proposed transfer may only be disapproved for good cause. In considering whether good cause exists the Board shall consider each applicant on a case-by-case basis and shall take into account mitigating factors such as the recency of the event and the detrimental impact on the community based on verifiable data and information. Good cause for disapproval shall include but not be limited to the following:

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

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

(c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct him or herself in a manner inconsistent with the covenants and restrictions applicable to the Association;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval has evidenced an attitude of disregard for association rules by his or her conduct in this community as a tenant, Owner or occupant of a Home;

(f) The person seeking approval has 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.

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

**11.4 First Mortgagee Exception.** The provisions of Sections 11.2 and 11.3 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, nor shall the Association's approval be required for the subsequent resale or lease of a Home by such mortgagee of the Lot so acquired but shall apply to the acquisition of title by any other person without regard to how the title was acquired.

**11.5 Unapproved Transfers.** Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

**11.6 Fees and Deposits Related to the Sale of Lots.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association may charge the

Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is obtaining an interest in the Lot except if such persons are husband and wife.

**11.7 No Discrimination.** The Association is an equal opportunity provider of housing and shall not disapprove of a sale for an illegal discriminatory reason.

**11.8 Ownership of More than three (3) Lots Prohibited.** The Master Association declares that the ownership, in whole, in part, directly or indirectly, of more than a combined three (3) Lots within the Property at the same time by the same person, family, partnership, corporation, trust, or other entity violates the private residential, non-transient purposes and character of the Association and is prohibited. No natural person, or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trust(s), or any officer, director, member, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than a combined three (3) Lots within the Property at the same time. Nor shall any artificial entity that has officers, directors, shareholders, members, beneficiaries, trustees, etc., in common with any other artificial entity, or individual Owner hold an interest in more than a combined three (3) Lots within the Property at the same time. Further, no person who is related to an Owner (by blood, marriage, or adoption) or who has contractual relationships with another Owner and who the Board reasonably believes is purchasing the Home or Lot for or on behalf of said Owner that already owns three (3) Lots, shall be permitted to own a Home or Lot, unless the purchaser acquires and actually uses said Home or Lot as a bona fide residence. (The intent of the foregoing sentence is to prohibit persons from acting as a "front" or "straw man" in order to allow a person or entity to purchase more than a combined three (3) Lots.) By way of example if a person owns a combined (3) Lots and wishes to purchase a fourth Home or Lot or has an interest, directly or indirectly, in a corporation, trust, partnership or other entity seeking to purchase a Home or Lot or has a contractual or familial relationship with the person or entity that is seeking to purchase a Home or Lot, the transaction is prohibited. Any Owner who owns more than a combined three (3) Lots within the Property as of the date this provision is recorded in the Public Records of Collier County, Florida shall be allowed to retain such ownership interest and are "grandfathered," as to those Lots owned on said date, but shall not be allowed to purchase additional Lots beyond the number presently owned.

## **12. AMENDMENTS; TERMINATION.**

**12.1 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 until 2075. On January 1, 2075, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. 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 prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of all Owners of Lots and two-thirds (2/3rds) of all Institutional Mortgagees on Lots affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. 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, to be given at least ninety (90) 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 Collier County, Florida at least one (1) year prior to the effective date of termination and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

**12.2 Amendments by Members.** Except as otherwise provided herein or by law, this Declaration may be amended at any time by the affirmative vote of at least two thirds (2/3) of the voting interests present and voting in person or by proxy, at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded and shall be executed by an Officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

### **13. ENFORCEMENT; GENERAL PROVISIONS.**

**13.1 Enforcement.** Enforcement of these covenants, conditions, restrictions and easements 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, restriction or easement, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenants, condition, restriction or easement herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

**13.2 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his or her right of use in and to the Common Areas, as well as to any other person occupying any Home under lease from the Owner or by permission or invitation of the Owner or his or her tenants (express or implied), and their licensees, invitees or guests. Failure of any 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 Lot Owner shall be responsible for any and all violations by his or her tenants, licensees, invitees or guests and by the guests, licensees and invitees of his or her tenants, at any time.

**13.3 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 by any Owner, or the Association against:

- (A) the Association;
- (B) the Lot Owner;
- (C) anyone who occupies or is a tenant or guest of a Lot; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

**13.4 Prevailing Party Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a Guest, Tenant, Owner, officer, Director, or the Association to comply with the requirements of the law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the court.

**13.5 Costs and Legal Fees.** Any Owner who fails or refuses to correct threatening, harassing or nuisance conduct, or such other violation of the Governing Documents, including any rules and regulations or guidelines adopted pursuant thereto, following written warning and a reasonable opportunity to comply, shall be responsible for legal fees and expenses incurred by the Association to compel compliance. Said fees and expenses shall include pre-litigation demands and notices sent by the Association's attorney and shall be an individual assessment and lien against the Owner's Lot if not paid upon demand. Further, the prevailing party in any action or proceeding arising because of an alleged failure of an Owner to comply with the terms of the Governing Documents, and any and all rules and regulations or guidelines adopted pursuant thereto, as they may be amended from time to time, shall be entitled to recover the attorneys', paralegals', expert witnesses', consultants', and other fees and all out-of-pocket costs actually incurred by that party at all arbitration, pretrial, trial and appellate levels, including those incurred in enforcing and excising such right of recovery, in all cases, regardless of whether such costs are not specifically taxable, within the court's discretion to tax or generally considered to not be taxable. An Owner shall be liable for the cost of any maintenance, repairs or replacement of any of the Common Areas caused by the negligent conduct or intentional acts of Owner, his/her family, lessees, invitees and guests or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association. Such charges shall be levied as a specific or individual assessment against such Owner individually, secured by a lien against the Lot as provided in the Declaration.

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

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

notify the Secretary of the Association in writing of any change of address.

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

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

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

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

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

**14. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE “ASSOCIATION DOCUMENTS”), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:**

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

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

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

**14.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.**

**14.5 AS USED HEREIN THE TERM "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.**

## **LIST OF EXHIBITS TO THE DECLARATION**

### **Exhibit "A"**

The land subject to this Amended and Restated Declaration legally described in the original declaration and the amendments thereto. Said legal descriptions are hereby collectively incorporated herein by reference and referred to as "Exhibit A."

### **Exhibit "B"**

The Amended and Restated Articles of Incorporation of Maplewood Homeowners' Association, Inc.

### **Exhibit "C"**

The Amended and Restated Bylaws of Maplewood Homeowners' Association, Inc.

**EXHIBIT "A"**

**MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC.**

**LEGAL DESCRIPTION OF COMMUNITY AFFECTED BY AMENDED AND  
RESTATED COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS**

EXHIBIT A

(Description of Land To Be Platted As Maplewood, Unit 1)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 AND BEING THE CENTERLINE OF RADIO ROAD (COUNTY ROAD 856) RUN NORTH 88° 33' 22" EAST ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 2636.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00° 54' 05" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION LINE A DISTANCE OF 50.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID RADIO ROAD AND THE POINT OF BEGINNING;

THENCE SOUTH 88° 33' 22" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 198.89 FEET; THENCE NORTH 00° 53' 25" EAST A DISTANCE OF 200.17 FEET; THENCE SOUTH 88° 33' 22" WEST A DISTANCE OF 799.80 FEET; THENCE NORTH 00° 53' 25" EAST A DISTANCE OF 757.11 FEET; THENCE NORTH 70° 58' 16" EAST, A DISTANCE OF 207.43 FEET; THENCE SOUTH 88° 05' 55" EAST, A DISTANCE OF 814.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 22° 22' 41" AND A CHORD OF 85.38 FEET BEARING SOUTH 77° 54' 35" EAST; THENCE ALONG THE ARC OF SAID CURVE 85.83 FEET TO THE END OF SAID CURVE; THENCE ALONG A NON-TANGENT, NON-RADIAL LINE NORTH 15° 26' 31" EAST, A DISTANCE OF 101.00 FEET; THENCE SOUTH 85° 05' 55" EAST, A DISTANCE OF 180.88 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE ALONG SAID EAST LINE SOUTH 00° 54' 05" WEST, A DISTANCE OF 1068.27 FEET TO THE POINT OF BEGINNING; CONTAINING 19.62 ACRES, MORE OR LESS.

EXHIBIT A

## LEGAL DESCRIPTION

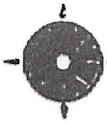
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 AND BEING THE CENTERLINE OF RADIO ROAD (STATE ROAD 858) RUN NORTH 88° 33' 22" EAST ALONG THE SOUTH LINE OF SAID SECTION 31 A DISTANCE OF 2636.40 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 00° 54' 05" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION LINE A DISTANCE OF 50.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID RADIO ROAD BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 88° 33' 22" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 199.89 FEET; THENCE NORTH 00° 53' 25" EAST A DISTANCE OF 200.17 FEET; THENCE SOUTH 88° 33' 22" WEST A DISTANCE OF 799.80 FEET; THENCE NORTH 00° 53' 25" EAST A DISTANCE OF 1057.11 FEET; THENCE SOUTH 88° 52' 31" WEST A DISTANCE OF 316.36 FEET; THENCE NORTH 00° 58' 55" EAST A DISTANCE OF 1309.13 FEET; THENCE NORTH 89° 11' 49" EAST A DISTANCE OF 1314.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE SOUTH 00° 54' 05" WEST ALONG THE EAST LINE OF SAID QUARTER SECTION A DISTANCE OF 2553.39 FEET TO THE POINT OF BEGINNING, CONTAINING 64.48 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL IS A COMBINATION OF LANDS THAT ARE DESCRIBED IN OFFICIAL RECORD BOOK 1506 AT PAGES 1915, 1917 AND 1919.

(Furnished on 12/8/93 to  
Quarles & Brady by American  
Engineering)

EXHIBIT A



WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers  
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4080 Fax (813) 643-5716

Description of part of Section 31, Township 49 South, Range 26 East  
and Part of Sherbrook Drive and Tract "A" of Maplewood Unit 1,  
Plat Book 23, pages 1 and 2, Collier County, Florida  
(Maplewood Unit 2)

All that part of Section 31, Township 49 South, Range 26 East, Collier County, Florida and all that part of Sherbrook Drive and Tract "A" of Maplewood Unit 1, Plat Book 23, pages 1 and 2, Collier County, Florida and being more particularly described as follows

Beginning at the northeast corner of said Tract "A",  
thence along the east line of said Tract "A" South 00°54'05" West 145.10 feet,  
thence leaving said line North 89°05'55" West 57.55 feet to a point on the right-of-way of said Sherbrook Drive,  
thence along said line northwesterly 68.15 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 280.00 feet through a central angle of 13°56'43" and being subtended by a chord which bears North 39°57'14" West 67.98 feet,  
thence leaving said line along a non-tangential line South 43°04'25" West 60.00 feet to a point of the right-of-way of said Sherbrook Drive;  
thence westerly 76.00 feet along the arc of a non-tangential circular curve concave southerly having a radius of 220.00 feet through a central angle of 19°47'39" and being subtended by a chord which bears North 56°49'25" West 75.63 feet to a point on the boundary of said Maplewood Unit 1;  
thence along said line westerly 85.93 feet along the arc of a circular curve concave southerly having a radius of 220.00 feet through a central angle of 22°22'41" and being subtended by a chord which bears North 77°54'34" West 85.38 feet,  
thence continue along said line North 89°05'55" West 265.97 feet,  
thence leaving said line North 00°54'05" East 145.00 feet,  
thence North 89°05'55" West 11.10 feet,  
thence North 00°54'05" East 60.00 feet,  
thence South 89°05'55" East 4.08 feet,  
thence North 19°20'08" East 154.81 feet,  
thence northwesterly 84.27 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 100.00 feet through a central angle of 48°16'52" and being subtended by a chord which bears North 49°23'23" West 81.80 feet,  
thence North 25°14'57" West 824.40 feet,  
thence North 10°45'44" West 31.98 feet,  
thence northeasterly 22.88 feet along the arc of a circular curve concave southeasterly having a radius of 25.00 feet through a central angle of 52°26'25" and being subtended by a chord which bears North 15°27'28" East 22.09 feet,  
thence along a non-tangential line North 48°19'19" West 19.44 feet,  
thence North 00°48'11" West 138.18 feet;  
thence South 89°11'49" West 7.50 feet;  
thence North 00°48'11" West 60.00 feet,  
thence North 89°11'49" East 7.50 feet,  
thence North 00°48'11" West 130.02 feet to a point on that land described in OR Book 1320, page 599,  
Collier County, Florida,  
thence along said line North 89°11'52" East 966.13 feet to a point on the north-south 1/4 line of said Section 31  
thence along the north-south 1/4 line South 00°54'05" West 1485.12 feet to the Point of Beginning  
Containing 27.2 acres more or less.  
Subject to easements and restrictions of record,  
Bearings are based on the east line of Tract A, Maplewood Unit 1, Plat Book 23, pages 1 and 2, being South 00°54'05" West

WILSON, MILLER, BARTON & PEEK, INC.  
Registered Engineers and Land Surveyors

By \_\_\_\_\_ Date \_\_\_\_\_  
          Marcus L. Derman, P.L.S. #5086

Not valid unless embossed with the Professional's seal  
W.O. 35076

07/01 - W-0490014 1025  
1-4999-00-2101  
Naples  
(813) 649-4080  
Fax (813) 643-5716

Fort Myers  
(813) 939-1020  
Fax (813) 939-7476

Sarasota  
(813) 371-3090  
Fax (813) 377-9832

Lakeland  
(813) 628-1477  
Fax (813) 666-0835

**EXHIBIT A**

**Legal Description of Property That Is To Be Platted  
As Maplewood Unit 3  
(To Contain Approximately 55 Residential Lots)**

**ALL THAT PART OF SECTION 31, TOWNSHIP 49 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF MAPLEWOOD UNIT 2, PLAT BOOK 25,  
PAGES 71 AND 72, COLLIER COUNTY, FLORIDA**

**THENCE ALONG THE WEST LINE OF SAID MAPLEWOOD UNIT 2, SOUTH 00°48'11" EAST  
130.02' FEET;**

**THENCE CONTINUE ALONG SAID LINE SOUTH 89°11'49" WEST 7.50' FEET;**

**THENCE SOUTH 00°48'11" EAST 60.00 FEET;**

**THENCE NORTH 89°11'49" EAST 7.50 FEET;**

**THENCE SOUTH 00°48'11" EAST 138.18 FEET;**

**THENCE SOUTH 48°19'19" EAST 19.44 FEET;**

**THENCE SOUTHWESTERLY AND SOUTHERLY 22.88 FEET ALONG THE ARC OF A NON-TANGENTIAL  
CIRCULAR CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL  
ANGLE OF 52°26'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS  
SOUTH 15°27'28" WEST 22.09 FEET;**

**THENCE SOUTH 10°45'44" EAST 31.98 FEET;**

**THENCE SOUTH 25°14'57" EAST 824.40 FEET;**

**THENCE SOUTHEASTERLY 84.27 FEET ALONG THE ARC OF A CIRCULAR  
CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL  
ANGLE OF 48°16'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS**

**SOUTH 49°23'23" EAST 81.80 FEET;**

**THENCE SOUTH 19°20'08" WEST 154.81 FEET;**

**THENCE NORTH 89°05'55" WEST 4.08 FEET;**

**THENCE SOUTH 00°54'05" WEST 60.00 FEET;**

**THENCE SOUTH 89°05'55" EAST 11.10 FEET;**

**THENCE SOUTH 00°54'05" WEST 145.00 FEET TO A POINT ON THE BOUNDARY OF MAPLEWOOD UNIT 1,  
PLAT BOOK 23, PAGES 1-2, COLLIER COUNTY, FLORIDA;**

**THENCE ALONG SAID BOUNDARY IN THE FOLLOWING TWO (2) DESCRIBED COURSES,**

**1. NORTH 89°05'55" WEST 248.06 FEET;**

**2. SOUTH 70°58'16" WEST 207.43 FEET TO A POINT ON THE BOUNDARY OF BRIARWOOD UNIT ONE,  
PLAT BOOK 18, PAGES 40-42, COLLIER COUNTY, FLORIDA;**

**THENCE ALONG SAID LINE NORTH 00°53'25" EAST 300.00 FEET;**

**THENCE CONTINUE ALONG SAID LINE SOUTH 88°52'31" WEST 327.28 FEET;**

**THENCE CONTINUE ALONG SAID LINE NORTH 00°56'13" EAST 830.00 FEET TO A POINT ON THE BOUNDARY  
OF BRIARWOOD UNIT TWO, PLAT BOOK 22, PAGES 92 - 94, COLLIER COUNTY, FLORIDA;**

**THENCE ALONG SAID LINE NORTH 00°56'13" EAST 479.12 FEET;**

**THENCE LEAVING SAID LINE NORTH 89°11'52" EAST 349.63 FEET TO THE POINT OF BEGINNING,**

**CONTAINING 18.22 ACRES MORE OR LESS;**

**SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;**

**BEARINGS ARE BASED ON THE WEST LINE MAPLEWOOD UNIT 2, PLAT  
BOOK 25, PAGES 71 AND 72, BEING SOUTH 25°14'57" EAST**

**EXHIBIT "B"**

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRIOR TEXT, SEE ORIGINAL ARTICLES OF INCORPORATION.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Maplewood Homeowners' Association, Inc., a Florida not-for-profit corporation, originally incorporated on March 30, 1994, are hereby amended and restated in their entirety. All amendments herein have been duly adopted in accordance with Chapter 617, Florida Statutes. There is no inconsistency between these Amended and Restated Articles and the previous Articles, other than the inclusion of authorized amendments and the omission of matters of historical interest.

The Amended and Restated Articles of Incorporation of Maplewood Homeowners' Association, Inc. shall henceforth read as follows:

**TABLE OF CONTENTS**

<b>1. NAME.....</b>	<b>1</b>
<b>2. PRINCIPAL OFFICE.....</b>	<b>1</b>
<b>3. PURPOSE AND POWERS .....</b>	<b>2</b>
<b>4. MEMBERSHIP AND VOTING RIGHTS.....</b>	<b>3</b>
<b>5. TERM; DISSOLUTION .....</b>	<b>3</b>
<b>6. BYLAWS.....</b>	<b>3</b>
<b>7. AMENDMENTS.....</b>	<b>4</b>
<b>8. DIRECTORS AND OFFICERS .....</b>	<b>4</b>
<b>9. INDEMNIFICATION .....</b>	<b>4</b>
<b>10. REGISTERED OFFICE AND REGISTERED AGENT .....</b>	<b>6</b>

**ARTICLE I**

**NAME:** The name of the corporation is Maplewood Homeowners' Association, Inc., hereinafter referred to as the "Association."

**ARTICLE II**

**PRINCIPAL OFFICE:** The principal office of the Association is located at 300 5th Avenue South, Suite 203A, Naples, Florida 34102, or such other address as may be designated in the records of the Florida Department of State, Division of Corporations.

### ARTICLE III

**PURPOSE AND POWERS:** The Association is a not-for-profit corporation and shall not permit the distribution of income or assets to its members, officers, or directors for pecuniary gain. It is formed for the purpose of operating a residential community homeowners' association, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded in O.R. Book 1935, Page 560, *et seq.*, of the Public Records of Collier County, Florida, as amended from time to time.

The Association shall have all of the common law and statutory powers of a Florida not-for-profit corporation consistent with these Articles, the Bylaws of the Association, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may be amended from time to time, including, but not limited to, the power to:

- (A) Fix, levy, collect, and enforce payment by any lawful means all assessments, charges, or liens pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes, or governmental charges levied or imposed against the property or the Association.
- (B) Make, amend, and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association.
- (C) Sue and be sued; enforce the provisions of the Declaration, Articles, Bylaws, and Association rules.
- (D) Contract for the management and maintenance of the Common Areas and delegate powers and duties of the Association in connection therewith, except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.
- (E) Employ professionals such as accountants, attorneys, architects, engineers, and others necessary for the proper operation of the Association.
- (F) Dedicate, sell, or transfer all or any part of the Common Areas to a public agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale, or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership.
- (G) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property or assessment authority as security for money borrowed or debts incurred if first approved by the Board.
- (H) Maintain, repair, replace, and insure the Common Areas.

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

(J) Grant, modify, rescind, or relocate easements.

(K) Regardless of any other provision of the governing documents, take such action as may reasonably appear to be necessary under emergency conditions, including a medical crisis or other state of emergency. This authority includes, but shall not be limited to, the authority to expend any and all available Association funds, including reserves, levy special assessments for heightened costs related to an Owner's (or his/her tenant, occupant, guest, invitee and/or licensee) behavior in the midst of a medical crisis or other state of emergency, delay any prospective purchaser and/or tenant's move-in date in the midst of a medical crisis or other state of emergency, suspend rental activity in the midst of a medical crisis or other state of emergency, and suspend any alterations or improvements to a Home or the Common Areas in the midst of a medical crisis or other state of emergency.

(L) Implement a disaster response plan before, during, or after an impending casualty, medical crisis, or other state of emergency.

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

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

#### **ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS:** Membership and voting rights shall be as set forth in the Association's Bylaws, as amended from time to time.

#### **ARTICLE V**

**TERM; DISSOLUTION:** The term of the Association shall be perpetual. The Association may be dissolved upon the written consent of not less than two-thirds (2/3rds) of total voting interests. Upon dissolution, other than through merger or consolidation, the Association's assets, both real and personal, shall be dedicated to an appropriate public agency for use consistent with the purposes for which the Association was formed. In the event there is a refusal to accept such dedication, then the assets shall be granted, conveyed, and assigned to a non-profit corporation, association, trust, or other organization which is devoted to purposes similar to those of this Association.

#### **ARTICLE VI**

**BYLAWS:** The Bylaws of the Association may be adopted, altered, amended, or repealed as provided therein.

## ARTICLE VII

### AMENDMENTS:

- (A) Proposal. Amendments may be proposed by a majority vote of the Board of Directors or by petition of at least twenty-five percent (25%) of the voting interests at any regular or specially called meeting of the Members. Any such proposal shall be submitted for a vote of the members not later than the next annual meeting.
- (B) Vote Required. Except as otherwise provided by Florida law or these Articles, an amendment shall be adopted upon the affirmative vote of at least two-thirds (2/3rds) 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.
- (C) Effective Date. Amendments shall become effective upon filing with the Florida Secretary of State and recording a certified copy in the Official Records of Collier County, Florida.

## ARTICLE VIII

### DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors are required to meet all qualifications imposed by the Bylaws.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board, as provided in the Bylaws.

## ARTICLE IX

### INDEMNIFICATION:

- (A) Indemnity. The Association shall indemnify any director, officer, or committee member who is or was a party to a legal proceeding or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees/costs and appellate attorney's fees/costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of

competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

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

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding on behalf of the affected director, officer, or committee member. The director, officer or committee member shall repay such amount if it shall ultimately be determined that said director, officer or committee member is not entitled to be indemnified by the Association as authorized by this Article.

(D) Non-Exclusivity. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, this Article may not be amended without the written consent of all individuals whose indemnification rights would be adversely affected.

**ARTICLE X**

**REGISTERED OFFICE AND REGISTERED AGENT:**

The street address of the registered office of the Association is c/o ADG4 Companies, 300 5th Avenue South, Suite 203A, Naples, Florida 34102, and the registered agent of the Association at that address shall be James W. Frazitta, LCAM.

The undersigned hereby accepts the designation of Registered Agent as set forth in this Article of these Articles of Incorporation and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not-for-Profit Corporation Act (Chapter 617, Florida Statutes).

---

James W. Frazitta, Registered Agent

EXHIBIT "C"

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRIOR TEXT, SEE ORIGINAL BYLAWS.

AMENDED AND RESTATED BYLAWS OF MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS

1. GENERAL ..... 1
2. MEMBERS..... 1
3. MEMBERS' MEETINGS; VOTING ..... 2
4. BOARD OF DIRECTORS..... 4
5. OFFICERS ..... 8
6. FISCAL MATTERS..... 9
7. RULES AND REGULATIONS; USE RESTRICTIONS..... 11
8. COMPLIANCE AND DEFAULT; REMEDIES ..... 11
9. AMENDMENT OF BYLAWS ..... 12
10. MISCELLANEOUS ..... 13

1. GENERAL. These are the Amended and Restated Bylaws of Maplewood Homeowners' Association, Inc., a Florida not-for-profit corporation originally incorporated under the same name on March 30, 1994 (the "Association"). The Association is organized under the laws of the State of Florida as a community association for the purpose of operating a residential community. These Bylaws supersede and replace all prior Bylaws in their entirety.

1.1 Principal Office. The principal office of the Association shall be the address listed with the Florida Department of State Division of Corporations, unless changed by resolution of the Board of Directors.

1.2 Corporate Seal. The seal of the Association, if so created by the Board of Directors, shall bear the name of the Association, the year of its incorporation, and the words "Florida" and "not-for-profit corporation." The seal may be used by impressing, affixing, reproducing, or otherwise placing it or a facsimile thereof upon any document where a seal is required or deemed appropriate.

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

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

(A) Recording in the Public Records of a deed or other instrument evidencing legal title to the Lot in the new member; and

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

(C) Designation, in writing, of a primary occupant, which is required when title to a Lot is held in the name of two (2) persons who are not married, or three (3) or more persons, or held by a trustee, corporation, or other entity that is not a natural person.

**2.2 Voting Interests.** Each member is entitled to one (1) vote per Lot owned. The total number of votes (the voting interests) in the Association equals the total number of Lots, which is two hundred and seventeen (217). Votes attributable to a Lot are not divisible. The right to vote may be suspended for any monetary amounts delinquent for more than ninety (90) days. If a Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons, that Lot's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a Lot disagree on how to cast their vote, that vote shall not be counted for any purpose. If the owner of a Lot is other than a natural person, the vote shall be cast by the Lot's primary occupant. All votes must be cast by an Owner or the primary occupant.

**2.3 Approval or Disapproval of Matters.** Whenever a decision or approval from a Lot owner is required on any matter, whether or not in an Association meeting, the decision or response may be expressed by any person authorized to cast that Lot's vote as described in Section 2.2, unless all record owners' joinder is specifically required.

**2.4 Effect of Membership Transfer.** A change of membership occurs when a new member's membership becomes effective as provided for in Section 2.1. At that time, the prior owner's membership is automatically terminated.

**2.5 Termination of Membership.** Termination of membership does not relieve or release any former member from obligations or liabilities incurred under or in any way connected with the Association during the period of his or her membership. Nor does it impair the Association's rights or remedies against former members related to their ownership or membership and the covenants and obligations associated therewith.

### **3. MEMBERS' MEETINGS; VOTING.**

**3.1 Annual Meeting.** An annual meeting of the members shall be held in December of each calendar year in Collier County, Florida, at a time and place designated by the Board of Directors. The purpose of the annual meeting shall be to elect directors and to transact any other business duly authorized by the members.

**3.2 Special Members' Meetings.** Special members' meetings must be held whenever called by the President, or in their absence, the Vice-President, or by a majority of the Directors, and may also be called by members having at least fifty percent (50%) of the voting interests. The business

conducted at a special meeting shall be limited to the items specified in the meeting notice.

**3.3 Notice of Meetings; Waiver of Notice.** Notices of all members' meetings must state the date, time, and place of the meeting. Notices for special meetings must also describe the purpose(s) of the meeting. The notice must be mailed to each member at the member's address as it appears on the books of the Association or may be furnished by personal delivery or electronic transmission. Members are responsible for providing the Association with any change of address. The notice must be mailed, electronically transmitted, or hand delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Lot is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. Members may also waive notice of any meeting at any time by written waiver.

**3.4 Quorum.** A quorum at a members' meeting shall be attained by the presence, in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the total voting interests.

**3.5 Vote Required.** Acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all Lot owners for all purposes, except where a different voting threshold is required by law or the governing documents.

**3.6 Proxy Voting.** Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which it was originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot, specify the date, time and place of the meeting for which it is given, and the original or a copy must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members.

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

- (A) Participate in the meeting; and
- (B) Be deemed to be present in person and vote at the meeting if:
  1. The Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and
  2. The Association implements reasonable measures to provide such members or

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

**3.8 Adjourned and Reconvened Meetings.** Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned, it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present. At any reconvened meeting, the quorum shall be reduced to twenty-five percent (25%) of the total voting interests.

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

- (A) Call of the roll or determination of quorum
- (B) Reading or disposal of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

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

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

**4. BOARD OF DIRECTORS.** The administration of the Association's affairs shall be vested in a Board of Directors. All powers and duties granted to the Association by law, as modified by the Declaration, Articles, and Bylaws, shall be exercised by the Board, subject to member approval only when specifically required.

**4.1 Number and Terms of Office.** The number of Directors which shall constitute the whole Board of Directors shall be not less than three (3) and not more than seven (7). In order to provide for continuity of experience, the system of staggered terms previously established shall be maintained. All Directors shall be elected for a term of two (2) years each. A Director's term will end at the annual election at which their successor is to be duly elected, unless they sooner resign or are recalled as provided for in Section 4.5. Directors shall be elected by the members as described in Section 4.3, or in the case of a vacancy, as provided for in Section 4.4.

**4.2 Qualifications.** Each Director must be a member of the Association. If a Lot is owned by multiple individuals, a corporation, a limited liability company, a trust, a partnership or other entity, the Primary Occupant is eligible to serve as a Director. Any person who is delinquent in any monetary obligation owed to the Association at the time of submitting their notice of candidacy is ineligible to be on the election ballot.

**4.3 Nominations and Elections.** Nominations for election to the Board of Directors shall be made in writing at least forty (40) days in advance of the day of election. Any nominations received by the Association less than forty (40) days prior to the election shall not be accepted. Any candidates who submit a single sheet of paper (no larger than 8.5" x 11") stating their qualifications for the Board no later than thirty-five (35) days before the election are entitled to have that sheet included with the final notice of the election meeting, which shall be sent to the members no later than fourteen (14) days prior to the election, along with a ballot. Election of the Board Directors shall be by secret ballot. At such election, the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting and proxy voting in elections is not permitted. The Association may adopt electronic voting procedures in the manner permitted by Chapter 720, Florida Statutes.

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

**4.5 Removal of Directors.** Any Director may be removed, with or without cause, by a majority vote of the total voting interests, either by a written agreement or at a meeting called for that purpose. An Officer may also be removed at any time by a majority vote of the Board of Directors. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by written agreement, the vacancy or vacancies shall be filled as provided by law. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any Director who is removed from office is not eligible to stand again for election to the Board until the next annual election and must turn over to the Association within seventy-two (72) hours any and all records and

other property of the corporation in his possession. If a Director who is removed does not relinquish their office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish their office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney's fees and costs.

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

**4.7 Other Meetings.** Meetings of the Board may be held at such time and place as shall be determined from time to time by the President, or in his or her absence, a Vice-President, or by a majority of the Directors at any time. It shall be the duty of the Directors, the President, or a Vice-President, to call such a meeting whenever so requested by the Association Members constituting at least twenty percent (20%) of the total voting interests. Notice of meetings shall be given to each Director by the Secretary at least two (2) days prior to the time fixed for the meeting.

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

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

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

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

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

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

**4.14 Directors' Fees and Reimbursement of Expenses.** Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties. Directors and officers shall be required to provide receipts and other documentation as may be reasonable to prove both the legitimacy of the expenditure as an Association expense and the cost of the expense.

**4.15 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Except as otherwise provided in applicable law, the Governing Documents, or duly adopted Board policies, the Board of Directors shall follow Roberts' Rules of Order (latest edition) in all matters related to the creation of committees, the appointment or election of committee members, and the determination of committee duties. In the event of a conflict between Roberts' Rules of Order and Florida law or the Governing Documents, the latter shall control. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific parcel of residential property owned by a member of the community are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of residential property owned by a member of the community may not vote by proxy or secret ballot. The Board of Directors may appoint and remove members of any committee by majority vote as it deems necessary, with or without cause.

**4.16 Emergency Powers.** The Board of Directors may exercise the emergency powers authorized by Sections 617.0207, 617.0303, and 720.316, Florida Statutes, as amended from time to time hereafter.

**4.17 Fiduciary Duty.** Each member of the Board of Directors and each officer of the Association have a fiduciary relationship with the members of the Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the Association and its members. It requires each member of the Board to act in good faith and in a manner he or she believes to be in the best interests of the members of the Association. It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority.

Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association. The fact that the Association is a corporation not-for-profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires. When confronted with an issue involving special expertise such as a question of law, building or construction matters, insurance or accounting questions, or other similar issues, the law also contemplates that the Board of Directors or an officer will seek the appropriate advice of a professional considered competent in the field and rely upon that advice provided.

## **5. OFFICERS.**

**5.1 Officers and Elections.** The executive officers of the Association shall be a President and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President, assistant secretaries or assistant treasurers and such other Officers and agents as may be deemed necessary.

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

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

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

**5.5 Treasurer.** The Treasurer shall have the custody of Association funds and securities and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books

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

**5.6 Compensation of Officers.** No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association, subject to applicable conflict-of-interest laws.

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

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

**6.2 Accounts of the Association.** The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an individual account for each Lot, showing the owner's name and mailing address, assessment amounts and due dates, payments made with dates, and any balance due.

**6.3 Budget.** The Treasurer shall prepare, and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member at least forty-five days prior to the beginning of each fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately. If the Board adopts in any fiscal year an annual budget which requires assessments against Owners to exceed one hundred and fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. Owners may consider and adopt a substitute budget at the special meeting. A substitute budget shall be adopted if approved by fifty-one percent (51%) of all voting interests. If a quorum is not present at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable

reserves for repair or replacement of the common area and Association property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Common Area or Association property.

**6.4 Reserves.** The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720, Florida Statutes, and therefore may be spent, waived or used as approved by the Board. Membership adopted reserves are restricted by Chapter 720, Florida Statutes, and therefore Membership adopted reserves may only be used, waived or reduced on a yearly basis according to Chapter 720, Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

**6.5 Assessments; Installments.** The regular annual Assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of the annual Assessment shall be sent to the owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual Assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Lot's next due quarterly installment. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within fifteen (15) days after the due date, it shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law. Interest and late fees will continue to accrue for each unpaid Assessment until such time as the Assessments, interest, late fees and any other costs of collection incurred by the Association, including, but not limited to, attorney's fees and costs are paid in full.

**6.6 Special Assessments.** Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which a Special Assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment.

**6.7 Fidelity Bonds.** The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or as determined by the Board of Directors. The premiums on such bonds shall be paid as a Common Expense.

**6.8 Financial Reports.** Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in Section 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

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

**6.10 Application of Payments and Co-Mingling of Funds.** All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Lot owner shall first be applied to late fees, interest, costs, attorney's fees, other charges, fines and then to regular or Special Assessments. Reserves established pursuant to Section 720.303(6)(d), Florida Statutes, shall be kept in a separate account and may not be co-mingled with other monies of the Association. Notwithstanding the foregoing, any restrictive endorsement purporting that a payment constitutes full satisfaction of the account, when the amount tendered is less than the total balance owed to the Association, shall not be deemed an accord and satisfaction. The Association may deposit such payment as a partial payment without waiving its right to collect the remaining balance.

**6.11 Fiscal Year.** The Association's fiscal year shall begin on January 1st and end on December 31st of each calendar year.

**7. RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors shall have the authority to adopt, amend, and repeal administrative Rules and Regulations from time to time. Such Rules and Regulations shall govern the use, maintenance, management, and control of the Common Areas, the Lots and the operation of the Association. Copies of all Rules and Regulations shall be provided to each Lot Owner.

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

**8.1 Fines; Suspensions.** The Board of Directors may levy fines and/or suspensions against members, or members' family, tenants or guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, tenants, guests, or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine for a non-continuing violation exceed the maximum amount allowed by law. The maximum fine for a continuing violation shall be \$2,500.00. As allowed by law, fines shall be secured by a lien on the Owner's Lot. Suspensions of the use of Common Areas, facilities, and common non-essential services (such as bulk cable tv, internet, or "fast pass" gate entry access) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

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

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

- (2) a specific designation of the provisions of Chapter 720, Florida Statutes, the governing documents, or the rules which are alleged to have been violated;
- (3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) the possible amounts of any proposed fine and/or the proposed suspension of use rights to Common Areas or facilities to be suspended.

(B) Hearing. At the hearing, the party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Lot Owners appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspension, the Board of Directors shall levy same. Any such fine levied by the Board of Directors shall be paid within thirty (30) days from the date of delivery of the written notice to the Lot owner or at such other time as specified in Chapter 720, Florida Statutes.

(C) Attorney's Fees and Costs. If the Association initiates legal action to collect unpaid fines, the non-prevailing party in such action shall pay the prevailing party's reasonable attorney's fees and costs incurred in such action.

**8.2 Suspensions and Fines Without Hearing**. Notwithstanding the above, as provided in Section 720.305(3) and (4), Florida Statutes, no opportunity for a hearing is required for the imposition of a suspension upon any member because of the failure of the member to pay Assessments or other charges when due.

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

**9. AMENDMENT OF BYLAWS**. Amendments to these Bylaws shall be proposed and adopted as follows:

**9.1 Proposal**. Amendments may be proposed by a majority vote of the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the voting interests. Proposed amendments shall be submitted to a vote of the members no later than the next annual meeting.

**9.2 Vote Required**. Except as otherwise required by Florida law or these Bylaws, an amendment shall be adopted only if approved by the affirmative vote of at least two-thirds (2/3rds) of the voting interests present and voting, either in person or by proxy, at a duly called meeting of the members.

**9.3 Effective Date.** An adopted amendment shall become effective upon its recording in the Public Records of Collier County, Florida, with the same formalities required for recording amendments to the Declaration.

**10. MISCELLANEOUS.**

**10.1 Gender; Number.** Whenever the masculine or singular form is used in these Bylaws, it shall be interpreted to include the feminine, neuter, or plural form, as the context may require.

**10.2 Severability.** If any provision in these Bylaws is determined to be invalid or unenforceable, the remainder of the Bylaws shall remain in full force and effect.

**10.3 Conflict.** In the event of an irreconcilable conflict between the provisions of these Bylaws and those of the Declaration of Covenants, Conditions, Restrictions, and Easements, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles shall control.