

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
LEE PLANTATION POA, INC**

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS.
CONDITIONS EASEMENTS AND RESTRICTIONS FOR LEE PLANTATION**

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

KNOW ALL MEN BY THESE PRESENTS that on May 15, 1987 the original Declaration of Protective Covenants, Conditions, Easements and Restrictions for Lee Plantation were recorded in Official Record Book 1917, at Page 107 et seq., of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter "Lee Plantation" or the "Property") is legally described in Exhibit "A" hereto. No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners. The acquisition of title to a lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

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

1.1 "Assessments" means a share of the funds required for the payment of common expenses and individual expenses, which from time to time are assessed by the Association against an Owner as Regular, Special and Individual Assessments.

1.2 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of Lee Plantation Property Owners Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibit "B" and "C" respectively.

1.3 "Association" means Lee Plantation Property Owners Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and amenities at Lee Plantation.

1.4 "Board" means the Board of Directors responsible for the administration of Lee Plantation Property Owners Association, Inc.

1.5 "Common Areas" means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lots. The Common Areas include but are not limited to the roads, storm water management and drainage features and all other areas shown on the Plat of Lee Plantation, Phase I recorded in Plat Book 38, Page 89, public record of Lee County, Florida except the Lots.

1.6 "Common Expenses" means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Association that are assessed against the lot Owners.

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

1.8 "Declaration" means this Declaration of Protective Covenants, Conditions, Easements and Restrictions as amended from time to time.

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

(A) One natural person. As used herein the term "natural person or natural persons" means a live human being.

(B) No more than two natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) No more than two natural persons who commonly reside together as a single housekeeping unit, but are not related by blood, adoption or marriage.

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

1.11 "Guest" means any person who is not the Owner or a lessee of a home or a member of the Owner's or lessee's family (as defined in Section 1,9 above), who is physically present in, or occupies a home on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration. A guest shall only be allowed to stay for up thirty (30) days in a single twelve (12) month period. Any person staying for a greater number of days is not a guest.

1.12 "Home" means a single family structure intended for residential use which is constructed on a Lot.

1.13 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a lot, which mortgagee is a bank, savings and loan association, mortgage company, insurance

company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a lot which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

1.14 "Lease" means the grant by a residential Owner of a temporary right of use of the Owner's home for valuable consideration.

1.15 "Lot" or "Parcel" means the one hundred fifty (150) lots or parcels of land located within the real property legally described on the Plat of Lee Plantation Phase I recorded in Plat Book 38, Page 89-94, public record of Lee County, Florida. 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 home site. 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 Lee County, Florida.

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

1.17 "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.

1.18 "Owner" or "Parcel Owner" means the record Owner of legal title to a lot.

1.19 "Primary Occupant" means the natural person approved for occupancy of a home when title to the lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity 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".

1.20 "Properties" or "Community" means all the real property which is subject to this Declaration.

1.21 "Roads and Roadway" means those private streets, roads, drives, cul-de-sacs and road rights of way as designated on the Plat all of which are Common Areas.

1.22 "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, but is not limited to swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

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

1.24 "Water Management System" means and refers to constructed surface water and/or underground systems and facilities for the drainage and/or storage of surface water throughout Lee Plantation whether located on the common area or Lots.

2. ASSOCIATION.

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

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

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

2.4 Bylaws. A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration as Exhibit "C".

2.5 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include, but are not limited to, the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with 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 lot Owners. The officers and Directors of the Association have a fiduciary relationship to the lot Owners. A lot Owner does not have the authority to act for or bind the Association by reason of being a lot 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. 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. The Association shall maintain, repair and replace the roads and roadway and the cost shall be a common expense. The Association shall have the authority to regulate traffic on the roads including but not limited to installing traffic control devices such as speed bumps, gates and speed limit signs.

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

2.9 Purchase of Lots. The Association has the power to purchase lots in Lee Plantation in connection with the foreclosure of an Association lien for assessments, charges or fines or any other foreclosure of an interest that affects the Association's lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the members.

2.10 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 above, the power to acquire, encumber or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the total voting interests of the Association.

2.11 Roster. The Association shall maintain a current roster of names and mailing addresses of lot Owners, based upon information supplied by the lot Owners. Lot Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made-available-to any member upon request.

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 therefore, 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; and

(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 is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 3.10 below, whenever title to a lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and 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 lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

3.2 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 of Lee Plantation to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned of 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, major maintenance or major repairs to the Common Areas; and

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

3.3 Share of Assessments, Regular, Special and Individual¹. The Owners of each lot shall be liable for a one - one hundred fiftieth (1/150th) share of the regular annual and special assessments levied by the Association for common expenses of the Association. Any expense or charge of the Lee Plantation Property Owners' 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.

3.4 Lien. The Association has a lien on each lot for unpaid past due Association assessments (whether regular, special or individual), and charges, together with interest late payment penalties, costs and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, funds (if allowed by law) 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.

3.5 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 of the Florida Statutes, as amended from time to time, for the foreclosure of a lien upon a condominium 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 fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

3.6 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 the lien shall relate back to the date the Declaration was originally recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.7 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, and 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, then to attorney fees, 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.

3.8 Acceleration. If any special assessment or installment of a regular assessment as to a lot becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the lot's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided bylaw; 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.

3.9 Certificate as to Assessment, Mortgagee Questionnaires. Within fifteen (15) 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 \$150.00 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.

3.10 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional first mortgage of record acquires title to a lot as a result of foreclosure of the mortgage, or as the result of deed given in lieu of foreclosure, such acquirer of title shall not 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 except as provided in Section 720.3085, Florida Statutes, as amended. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entitles 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, interest, costs and fees 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 deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his ownership.

4. EASEMENTS.

4.1 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 4, the Owner of each lot, their guests, 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 and Drainage Easements. A perpetual easement shall exist upon, over, under and across Lee Plantation 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, drainage, 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. All easements shown on the Plat are incorporated herein by reference.

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 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.

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 Lee Plantation 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. The Association shall mow the grass on all 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 exterior of the structure shall be cleaned as needed to remove and discourage mold growth;

(B) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone and other similar lines and connections and sewer pipes and septic systems serving the individual lot;

(C) All grounds (except mowing of the lawn), 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; and

(D) Any modifications, alteration, installation or addition to the lot or Common Areas made by the lot Owner or his 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.

5.3 Enforcement of Maintenance. If the Owner of a lot fails to maintain his 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 thirty (30) 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 above.

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 his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

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

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

6.2 The Board. The architectural review and control functions of the Association shall be administered and performed by the Board of Directors. A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board. The Board shall have the power to engage the services of professionals for compensation for purposes of aiding the Board in carrying out its functions.

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

(A) To create or modify 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 Board 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 devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The Board 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 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 Board may be made by a certificate, in recordable form, executed by the President of the Association.

(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 Board that the improvement or work is not in compliance with the approved plans and specifications then upon, written demand from the Board, the work shall be suspended until such time as the Board 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 Board, may be denied or withheld pending payment of the assessments, fines or other charges or correction of the violation.

6.4 Variances. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental which must be signed by at least a majority of the total number of members of the Board. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have

occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

6.5 Nonliability of Board Members. Neither the Board nor any member thereof, nor its duly authorized representatives, 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 Board's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The Board 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 that would result to the immediate vicinity and to the Development. The Board shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

7. SURFACE WATER MANAGEMENT SYSTEM. The Association shall have the responsibility to operate and maintain the surface water management system as provided by the South Florida Water Management District and the cost shall be a common expense.

7.1 Improvements. No improvements, planting or other material (other than landscape material) of any kind shall be constructed, erected or installed, unless constructed, erected or installed by an Owner. No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of a Surface Water Management System reserved for, or intended to be reserved for, drainage ways, sluice-ways or for the accumulation of run-off waters, as reflected in any plat or instrument of record, without the specific written permission of the Association and all other entities with oversight authority over the water management system.

7.2 Ingress and Egress. An Owner shall in no way deny or prevent ingress and egress by the Association or any other entity with oversight authority to any Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefore, are hereby granted in favor of the Association, and all appropriate governmental or quasi-governmental agencies that may reasonably require such ingress and egress, and easements therefore, are hereby specifically reserved and created.

7.3 Modification Use or Discharge of Water. No Lot shall be increased in size from its current state by the filling in of any water retention or Surface Water Management System on which it abuts. Owners shall not fill, dike, tip-rap, bulkhead, fence, seawall, block, divert or change the established water retention and Surface Water Management Systems that have been or may be created by easement. No Owner may draw water for irrigation or other purposes from any lake, pond or other Surface Water Management System nor is any swimming in such areas

allowed. No Owner may discharge or cause to be discharged any water or other liquid into any lake, pond or other Surface Water Management System.

7.4 Responsibility. Unless lawfully the responsibility of some other entity all Surface Water Management Systems within the Property will be the ultimate responsibility of the Association. The Association may enter any Lot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The costs shall be an expense of the Association. In addition thereto, any Owner or other beneficiary of the Water Management System shall have the right to institute litigation against the Association to ensure that the Water Management System and easements therefore, are properly and continuously maintained.

7.5 NEITHER THE ASSOCIATION NOR ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK STREAM, RIVER OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, AND ALL PERSONS USING SAME DO SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY ADVISED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITUATE OR ENTER INTO WATER BODIES WITH OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

7.6 Construction. Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of Surface Water Management Systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

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

8.1 55 and Over Community. It is hereby declared to be the intent of Lee Plantation Property Owners Association, Inc., and its members that Lee Plantation continue to be, and shall be operated and maintained as, housing for older persons as provided and allowed by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (hereinafter referred to as the "Act") and the Federal Rules and Regulations as promulgated by the Department of Housing and Urban Development. It is more specifically the desire and intention of the Association to meet the exemption for housing for older persons as is provided for in 24 CFR Part 100, Section 100.304 also known as the "55 or Over Housing Exemption." The Act and Federal Rules and Regulations, as amended from time to time are hereby incorporated by reference into this document.

No Owners of any Lot within Lee Plantation shall occupy or permit or suffer, through action or inaction, the permanent occupancy of any home except by at least one person who is fifty-five (55) years of age or older (hereinafter an "Older Person"), and such other persons who are at least forty-five (45) years of age or older.

Any occupancy in violation hereof shall be without right, and shall be terminable without notice in an action brought by the Association against the Owner and/or occupants of such Lot. The Owner of any such Lot shall be responsible for the payment of the entire legal fees and costs of the Association, in any action, including pre-litigation activity, related to seeking and obtaining compliance herewith.

Further, notwithstanding these provisions, the Association in its sole discretion shall have the right to establish hardship exceptions provided that said exception shall not be permitted in situations where the granting of a hardship exception will result in violating applicable standards required by the Act to be maintained in order to qualify as housing for older persons.

The Board of Directors shall implement procedures and policies in order to provide for the operation and management of the Association consistent with this restriction and in compliance with applicable Federal law for housing for older persons. It shall be the responsibility of all Owners to cooperate with and comply with such procedures and policies. It is the intention of the Association that this restriction shall be enforced and interpreted in strict compliance with the applicable requirements of Federal and State law.

8.2 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 that are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create excessive customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration, however any persons in violation of this amended provision on the date it is recorded in the Public Record 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.

8.3 Maximum Occupancy of Home Limited to Two (2) Persons. No more than two (2) adults may reside at any residence, unless special circumstances exist under which a third adult may be permitted for which approval must be obtained from the Board of Directors. Visiting guests are allowed to reside on temporary basis not to exceed thirty (30) days within any consecutive twelve month period. The homeowner must submit for approval to the Board of Directors the names, ages, relationship and duration of stay in writing if the homeowner is not in residence for this period.

8.4 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.

8.5 Pets. One (1) small dog weighing 25 pounds or less or one (1) cat is permitted to be kept in the home or on the Lot. Pets must be carried under the Owner's arm or leashed at all times when outside the Owner's property. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to fine an Owner and/or order and enforce the removal of any pet that becomes a source of unreasonable annoyance or a danger to the health, safety and welfare to other residents. No reptiles, monkeys, rodents, amphibians, poultry, swine, rabbits, ferrets or livestock may be kept on the properties. All animals kept in the home must be for personal family enjoyment as pets, no commercial breeding or boarding of animals of any type is allowed. All persons keeping pets hereby indemnify and hold harmless the Association, its directors, officers, members and agents from any and all claims arising from the action of the Owner's pet. Notwithstanding the foregoing, licensed and registered service animals are permitted when required by law as a reasonable accommodation.

8.6 Nuisances. No Owner shall use his home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance 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.

8.7 Signs. No person may post or display a sign anywhere within Lee Plantation other than two (2) "For Sale", "For Rent", "Open House" or other similar sign when said sign is used for the purpose of actively marketing the home for sale. Any such sign may not be larger than four (4) square feet.

8.8 Garages. Each home may have an attached garage capable of housing not more than two (2) standard sized automobiles. No more than 2 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 Board.

8.9 Lot Structures. Other than one single family home, utility shed and related garage, no structure, trailer, house trailer, tent, shack, barn or other outbuilding shall be used or placed on any lot at any timeⁱ.

8.10 Setback Lines. All building and structures erected or constructed shall conform to the setback limitations of the County.

8.11 Motor Vehicles and Boats. No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. Golf carts are allowed but no boats, ATVs, swamp buggies, dune buggies, go carts, wave runners, jet skis, trailers, motor homes, travel trailers, campers, recreational vehicles (RV's) or commercial vehicles shall be parked anywhere on the properties outside of garages for more than forty-eight (48) hours unless the vehicle is on the premises to provide services to an Owner or the Association. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or lot.

8.12 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 roadway edge of any abutting streets and to the waterline of any abutting lakes, rivers, canals 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 (except during the normal wet season) and fertilizing. Mulched areas must be regularly mulched. All lots shall have installed 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 Lee 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 in compliance herewith.

8.13 General.

(A) No towels, garments, rugs, etc., may be hung from windows or other parts of the homes.

(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. Vacant lots shall be cleaned, seeded and then maintained in a well-kept condition at all times.

(C) No obnoxious or offensive activity shall be carried on within Lee Plantation or upon any part, portion or tract thereof, 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. Recycle bins and trash shall not be put on the curb, for pick-up, prior to 6:00 p.m., the night before the scheduled pick-up and shall be removed from the curb no later than 6:00 p.m., the day of pick-up. All trash, garbage and other waste containers kept outside shall be equipped with a latch or other device to prevent animals from entering the container and Owners shall regularly use and employ the device.

(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, multipoint distribution service which may be installed only at a location on a lot approved by the Board. In approving the installation and location of any antenna the Board shall comply with all applicable laws, whether state or Federal.

(F)ⁱⁱ Except for the fence maintained by the Association in the NO Access Fence Easement Area, all fences or walls must be approved by the Board or the Board's designated committee and conform to the standards of the community as determined by the Board or the Board's designated committee. However, fences of all types previously permitted and approved after architectural review, as of the date of the adoption of this amendment, shall be grandfathered. Fences and walls, other than those around planting areas, shall not extend toward the street beyond the front of the dwelling and carport. All fences and carport enclosures taller than two (2) feet must be constructed under an authorized permit of Lee County Code Enforcement. For the purposes of this section, contiguous shrubbery extending more than three feet from any dwelling shall constitute a fence or wall.

The standards for fences, walls, and carports shall include but are not limited to:

- fences, walls, or contiguous shrubbery shall not enclose any yard or lot;
- no part of any fence or wall, other than contiguous shrubbery, shall be made of wood;
- all fences and fence components shall be white;
- all lattice shall be framed and properly supported with the lattice on the outside of the framing, i.e., the side away from the dwelling;
- fences, walls, or contiguous shrubbery shall not impede grass mowing.

8.14 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 by the Board in advance and in writing.

8.15 Mailboxes; Address Markers. Each mailbox and house shall be identified with the appropriate house and address number.

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

9.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. 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.

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

9.3 Duty to Reconstruct. If any home or other improvements located on any lot and home are destroyed or damaged as a result of fire, windstorm,, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within 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, at its sole and exclusive discretion, may extend the time periods for reconstructions contained

herein. A manufactured home may be replaced with a home of different construction, but it must be single story, single family home within the original footprint of the home being replaced and approved by the Board.

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

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

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

9.7 Description of Coverage's. 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.

9.8 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies that provide that 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.

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

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

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

9.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying cost shall be distributed to Association's general operating fund.

9.11 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 Common Areas.

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

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

(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. 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. A homeowner may lease only his 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 of a unit that was not approved under the existing lease of the unit.

10.1 Procedures.

(A) **Notice by the Owner**. An Owner intending to lease his home shall give to the Board of Directors or the management company 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. The Board may require a personal interview with any lessee and his 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 10 days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

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

1. the 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 home without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his 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 proposed occupant intend to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;
5. the prospective lessee or any proposed occupant has 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 or any proposed occupant has a history of conduct that evidences disregard for the rights and property of others;
7. the prospective lessee or any proposed occupant evidences a strong possibility of financial irresponsibility;
8. the lessee or any proposed occupant, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

9. the prospective lessee or any proposed occupant gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;
10. the Owner fails to give proper notice of his intention to lease his home to the Board of Directors; or
11. the prospective lessee or any of the proposed occupants do not meet the age restrictions.

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

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

10.2 Term of Lease and Frequency of Leasing. The minimum lease term shall be three (3) months. No new lease shall begin until at least 3 months have elapsed since the first day of the last lease. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

10.3 Occupancy During Lease Term.

(A) When a home has been leased for a period of one (1) year, the home may be occupied by the lessee and his family, as the term "family" is defined in Section 1.9, above.

(B) When a home has been leased for a period of less than one (1) year, no one but the lessee and that persons spouse or significant other, if any, may occupy the home during the term of the lease.

(C) Guests may occupy leased homes when the lessee is in residence only. The total number of house guests in a leased home is limited to two (2) persons. Such guests may stay for a period not to exceed thirty (30) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

10.4 Occupancy in Absence of Lessee. If a lessee absents himself from the home for any period of time during the lease term, his family authorized to occupy the home by Section 10.3 above who are already in residence may continue to occupy the home and may have house guests subject to all the restrictions in Section 10. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the home.

10.5 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.

10.6 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.

10.7 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. 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.

10.8 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.

10.9 Assignment of Rents. In the event an Owner is in default in the payment of assessments or other sums due and owing to the Association and the Owner's Lot 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. In the event such tenant falls 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 Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes until the Owner's account is current.

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 enhancing peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions: NOTE: Any person who was not approved as part of the conveyance to the present unit 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 unit. As provided in Section 8.1 above, Lee Plantation is a 55 AND OVER community. No owner may own more than two units within the Association. Any owner who owns more than two (2) units on the date this amendment is recorded in the Public Records of Lee County, Florida shall be considered "grandfathered" for those units in

excess of this requirement until said units are sold or otherwise transferred as provided for herein.ⁱⁱⁱ

11.1 Forms of Ownership:

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

(B) Co-Ownership. Co-ownership of lots is permitted. If the co-owners are to be other than husband and wife, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) natural person as "primary occupant. The use of the lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupant shall be treated as a transfer to ownership by sale or gift subject to the provisions of this 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 unit may be used as short-term transient accommodations for several individuals or families on 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 that 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 occupants 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 unit Owner fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

(E) Life Estate. A lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such lot, and occupancy of the lot shall, be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the lot. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 11.1(B), above.

11.2 Transfers.

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

(B) Devise or Inheritance. If any lot Owner acquires his title by devise or inheritance his right to occupy or use the lot shall be subject to the approval of the Board of Directors under Section 11.3(A) (2) below. 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 below.

(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, which shall consist of at least three (3) unit Owners, or to the President, Vice President or Treasurer, any of whom maybe 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 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 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 ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 10.
3. Demand. With the notice required in Subsection (A) (1) above, 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 unit 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 Associations 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 20 days after receipt of the required notice and all information or interview requested, or not later than 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 a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:
 - (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 himself 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 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; or
 - (g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

2. Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 11.3(A)(3), then, within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner the name of an approved purchaser (which may be the Association) who will purchase the lot at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the Owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling Owner, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and assessments shall be prorated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

3. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

11.4 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; but the Associations approval shall be required for the subsequent resale or lease of a home by such mortgagee of the lot so acquired. Sections 11.2 and 11.3 shall apply to the acquisition of title by any other person or entity 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 Capital Contribution Assessment. The Association shall levy a Capital Contribution Assessment upon the transferee of a conveyance of any Lot or Parcel owned by a Member. The

transferee (new owner) shall pay a Capital Contribution Assessment upon the transfer or conveyance of any Lot or Parcel. The amount of the Capital Contribution Assessment shall be two thousand dollars (\$2,000.00). The due date for payment of the Capital Contribution Assessment shall be the date of closing of the conveyance. Payment of the Capital Contribution Assessment shall be the legal and personal obligation of the transferee (new owner). The funds derived from the Capital Contribution shall be the property of the Association. Except to pay for damages related to a flood as defined by FEMA, Capital Contribution funds may only be used if approved by at least a majority of the total voting interest of the members of the Association, and the Capital Contributions to be spent must be used for the approved purpose(s) permitted by the Governing Documents or by Florida law.^{iv}

For the purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. If the Owner is a corporation, limited liability company or other business entity, then the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. If the Owner is a partnership, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this.

The following conveyances shall be exempt from paying a Capital Contribution 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) to a trustee or to the owner's spouse, solely for estate planning or tax reasons;
- (C) a conveyance to the Member's estate, surviving spouse, or to other heirs resulting from the death of a Member;
- (D) a conveyance by a Member to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Member or by such Member and the Member's spouse and/or children for estate planning or tax purposes;
- (E) to a mortgage holder, or to the Association pursuant to a final judgment of foreclosure and a foreclosure sale or deed in lieu of foreclosure; and
- (F) by a current owner who is purchasing a new residence.

However, upon reconveyance that occurs following the exempt conveyances described in (A) through (F) above, the Capital Contribution Assessment shall be due and payable. Capital Contribution Assessments shall be collected in accordance with this Section as an Assessment.^v

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 2040. On January 1, 2040, 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 Lee 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 seventy-six (76) of the total voting interests in the Association 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 the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

13. ENFORCEMENT; GENERAL PROVISIONS.

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

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any home under lease from the Owner or by permission or invitation of the Owner or his 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 tenants, licensees, invitees or guests and by the guests, licensees and invitees of his 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 Attorney Fees. In any legal proceeding arising out of an alleged failure of a guest tenant, residential lot Owner, officer, Director or the Association to comply with the requirements of the law, or the governing documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as maybe awarded by the court.

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

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

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

remain in full force and effect. Nothing contained in this Amended and Restated Declaration of Restrictions is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no effect on the remaining provisions herein.

13.8 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.

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

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

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

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, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES;

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 CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN; AND

14.5 AS USED HEREIN "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.

ⁱ Amended February 26, 2021

ⁱⁱ Amended January 25, 2017

ⁱⁱⁱ Added January 18, 2023 annual Board Meeting, recorded by Lee County Clerk of Circuit Court 3/16/23 and content re: limitations to rent during first year of ownership removed 3/20/24, recorded by Lee County Clerk of Circuit Court on 5/15/2024

^{iv} Added 3/20/24 Board Meeting, recorded by Lee County Clerk of Circuit Court 5/15/24