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CERTIFICATE OF RECORDATION
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WATERWAYS OF NAPLES
AMENDED AND RESTATED ARTICLES OF INCORPORATION
AMENDED AND RESTATED BYLAWS
OF
WATERWAYS OF NAPLES HOMEOWNERS' ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Governing Documents were duly adopted by the Association membership at the duly noticed Annual Membership Meeting of the Association on the 16th day of January 2018, which was adjourned and reconvened on the 20th day of February 2018. Said Amended and Restated Governing Documents were approved by a proper percentage of voting interests of the Association. The original Declaration of Covenants and Restrictions of Waterways of Naples is recorded at O.R. Book 2249, Page 0002, *et seq.*, of the Public Records of Collier County, Florida.

The Amended and Restated Declaration of Covenants and Restrictions for Waterways of Naples is attached hereto. The plats of record are incorporated by reference, with photocopies recorded for reference as Exhibit "1." The Amended and Restated Articles of Incorporation of Waterways of Naples Homeowners Association, Inc. are attached as Exhibit "2." The Amended and Restated Bylaws of Waterways of Naples Homeowners' Association, Inc. are attached as Exhibit "3."

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WATERWAYS OF NAPLES HOMEOWNERS' ASSOCIATION, INC.

By: Shirley Cothran
Shirley Cothran, President

Attest: Corrine Pulizzotto
Corrine Pulizzotto, Secretary

[Signature]
Witness Signature

Hans Bartels
Printed Name

[Signature]
Witness Signature

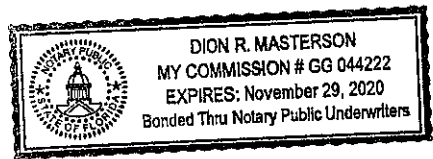
Gabriela Oetting
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd day of March 2018 by Shirley Cothran, as President and Corrine Pulizzotto as Secretary of Waterways of Naples Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
Notary Public Dion Masterson
Printed Name _____
State of Florida _____
My Commission Expires 11-29-20

ACTIVE: 10618881_1



**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS**

FOR

WATERWAYS OF NAPLES

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EXHIBIT "3" - AMENDED AND RESTATED BYLAWS

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF WATERWAYS OF NAPLES**

**SUBSTANTIAL REWORDING OF DECLARATION
SEE ORIGINAL DECLARATION FOR PRESENT TEXT**

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Parcels, this Community was created by a Declaration of Covenants and Restrictions recorded on October 24, 1996, in Official Records Book 2242, Pages 1875, *et seq.*, of the Collier County, Florida Public Records.

The Community is further described on the following plats and are attached as **Exhibit "1"**:

Waterways of Naples, Unit One, as recorded in Plat Book 27, Page 55 *et seq.*, of the Public Records of Collier County, Florida;

Waterways of Naples, Unit Two, as recorded in Plat Book 29, Page 71 *et seq.*, of the Public Records of Collier County, Florida;

Waterways of Naples, Unit Three, as recorded in Plat Book 31, Page 35 *et seq.*, of the Public Records of Collier County, Florida;

Waterways of Naples, Unit Four, as recorded in Plat Book 31, Page 39 *et seq.*, of the Public Records of Collier County, Florida;

Waterways of Naples, Unit Five, as recorded in Plat Book 33, Page 89 *et seq.*, of the Public Records of Collier County, Florida;

Waterways of Naples, Unit Six, as recorded in Plat Book 33, Page 91 *et seq.*, of the Public Records of Collier County, Florida; and

Waterways of Naples, Unit Seven, as recorded in Plat Book 36, Page 72 *et seq.*, of the Public Records of Collier County, Florida.

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

The name of the Homeowners' Association created to operate the Community is Waterways of Naples Homeowners' Association, Inc., hereinafter called the "Association."

1. DEFINITIONS

1.1 "Act," or "Homeowners' Association Act," or "HOA Act" means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained. However, except when specific incorporation of the Act or its procedures are set

forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as existed when the community was created, so as to avoid impairment contract rights or vested rights.

1.2 “Articles” means the Amended and Restated Articles of Incorporation of the Association, a copy of which is attached hereto as **Exhibit “2”** and made a part hereof, as they may be amended from time to time.

1.3 “Architectural Review Committee” or “ARC” means and refers to the Board of Directors, or a Committee appointed by the Board of Directors, for the purposes set forth in this Declaration as to the Architectural Review Committee.

1.4 “Architectural Guidelines” or “Guidelines” means standards and specifications promulgated by the Board relative to the external appearance of any Lot, Dwelling Unit or other Improvement located on a Lot, including but not limited to the location, size, type, or appearance. The Guidelines shall be considered part of the Rules and Regulations.

1.5 “Assessment” means the assessments levied by the Association against the Parcels, and shall be deemed to include both Regular Assessments and Special Assessments.

1.6 “Association” shall mean and refer to Waterways of Naples Homeowners’ Association, Inc., a Florida Corporation Not For Profit, its successors and assigns.

1.7 “Board of Directors” or “Board” or “Directors” means the representative body which is responsible for the administration of the Association’s affairs.

1.8 “Bylaws” means the Bylaws of the Association, a copy of which is attached hereto as **Exhibit “3”** and made a part hereof, as they may be amended from time to time.

1.9 “Charge” means any legal or equitable indebtedness or monetary obligation of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.10 “Committee” means a group of Board Members, Owners, or Board Members and/or Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

1.11 “Common Area” or “Common Properties” means real property owned by the Association for the common use and enjoyment of the owners, or property which has been dedicated to the Association or Parcel Owners for common use or enjoyment.

1.12 “Common Expenses” means the expenses payable by the Members to the Association for the purposes and in the manner set forth in this Declaration, the Articles or Bylaws, including, but not limited to, the following:

1.12.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Areas, or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, expenses associated with utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

1.12.2 Expenses of obtaining, repairing or replacing personal property used in connection with any Common Area or any expenses incurred in the performance of the Association's duties.

1.12.3 Expenses incurred in connection with the administration and management of the Association of the Association.

1.12.4 Any charges for water, sewer, trash removal and/or other common utility, governmental or similar services provided to the Dwelling Units that are not separately metered or charged individually to the Dwelling Units and the Owners thereof, or that the Association determines to pay as a common expense.

1.12.5 Expenses declared to be Common Expenses pursuant to the provisions of this Declaration, by the Articles or by the Bylaws.

1.12.6 Such amounts of reserves as may be deemed appropriate, if any, for the repair, replacement or addition to the Common Areas.

1.13 "**Communications Services**" means those services described in Section 202.11, Florida Statutes (2017), and for the purpose of this Declaration, shall be deemed to include bulk video, voice, or internet services.

1.14 "**Community**" means the real property that is subject to the Declaration.

1.15 "**Declaration**" means this Amended and Restated Declaration of Covenants and Restrictions and all other terms and provisions contained in this document, as the same may be amended from time to time.

1.16 "**District**" means the South Florida Water Management District, its successors and assigns.

1.17 "**Dwelling Unit**" means any structure located on a Lot within the Community and intended for use as a residence by one Family.

1.18 "**Governing Documents**" means this Declaration; the Plats; the Articles; the Bylaws; and the Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the Collier County Public Records in order to be valid.

1.19 "**Guest**" means any person who is not the Owner or a Tenant or a member of the Owner's or Tenant's family, who is physically present on or occupies the Dwelling Unit on a

temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.20 “Improvement” means any structural component built or constructed on a Lot or added to a Dwelling Unit, or placed on a Lot, including but not limited to houses, swimming pools, garages, spas, fences, and recreational equipment which is affixed to the Lot.

1.21 “Institutional Lender” means the holder of a mortgage encumbering a Lot, which holder in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, provided such holder is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

1.22 “Licensee” shall mean a person or persons expressly or impliedly allowed entry into the Community for the purpose of conducting business with or providing services to a Dwelling Unit or a Dwelling Unit’s Occupant, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Owner or Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants.

1.23 “Lake Parcels” shall mean those parcels, including the slopes, banks and the like, designated as Lakes on the Plat.

1.24 “Lake Permit” means South Florida Water Management District Permit (Application Number 11-00418-S), a copy of which is recorded at O.R. Book 4426, Page 2970, of the Public Records of Collier County, Florida.

1.25 “Lot” means any plot of land located within the Community and designated as a “Lot” on the Plat of the Community and intended for residential use, but shall not include the Common Areas as hereinafter defined.

1.26 “Maintenance” shall mean, unless the context of a provision in the Governing Documents requires otherwise, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement.

1.27 “Material Alteration or Substantial Addition” means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a portion of the Common Areas from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

1.28 “Member” means those Owners who are holders of membership interests in the Association; as such interests are set forth in Article 2.

1.29 “Occupant” means the person(s) occupying a Dwelling Unit as a Resident or Guest.

1.30 “Occupy” when used in connection with a Dwelling Unit, means the act of staying in the Dwelling Unit for two or more consecutive days, including an overnight stay of at least one night.

1.31 “Officer” means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

1.32 “Owner,” “Lot Owner” or “Parcel Owner” means the record Owner of fee simple title to any Parcel and the Dwelling Unit thereon, whether one or more persons or entities.

1.33 “Parcel” means the underlying real property, the Parcel, and the Dwelling Unit thereon, if any, which is owned in fee simple and as designated as a parcel in the records of Collier County.

1.34 “Person” means any individual or representative of an entity, including Owners, family members, Tenants, and Guests. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Dwelling Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Governing Documents.

1.35 “Policies and Procedures” means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board.

1.36 “Resident” means any person who is occupying a Dwelling Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective families who reside in the Dwelling Unit.

1.37 “Rules and Regulations” means the rules, regulations and policies governing the Community that may be promulgated by the Board from time to time by resolution. The Guidelines and Policies and Procedures shall be considered part of the Rules and Regulations and thus part of the Governing Documents.

1.38 “Sidewalk” means the paved walkway that is located on the Common Area which runs parallel to the street.

1.39 “Subject Property” means all of the property that may from time to time be subject to this Declaration. The Subject Property shall include any property that is hereafter encumbered by this Declaration but excludes any property that is hereafter withdrawn, by an amendment hereto, from the encumbrance of this Declaration.

1.40 “Surface Water Management System” means the portions of the Common Areas which comprise the water management system authorized by the Permit serving the Community including, but not limited to, berms, detention/retention areas, swales, culverts, weirs, outfall structures and any other water control device or conveyance providing water quality treatment and stormwater attenuation as well as any conservation areas that are or may be required as a result of any modifications to the Surface Water Management System. The Surface Water Management System shall be operated and maintained by the Association. Additionally, if wetland mitigation or

monitoring is required, the Association shall be responsible for successfully carrying out this obligation, including meeting all Permit conditions associated with wetland mitigation, maintenance and monitoring.

1.41 “Tenant” or “Lessee” means a person occupying a Dwelling Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

2. MEMBERSHIP AND VOTING RIGHTS

2.1 Member. Every Owner of a Parcel subject to assessment shall be a Member of the Association. Membership is appurtenant to and not divisible from ownership of a Parcel that is subject to assessment. Owners agree to maintain such membership in good standing as long as they own such property.

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

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

3. ASSESSMENTS

3.1 Common Expense. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas, including but not limited to the Surface Water Management System, and the administration of affairs of the Association shall constitute Common Expenses. Other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Common Expenses.

3.2 Allocation of Assessments. Except for any maintenance surcharge which may be imposed on any Parcel pursuant to this Declaration of Covenants, assessments of the Association shall be apportioned on a 1/423 basis.

3.3 Purpose of Assessment. There is hereby imposed upon each Parcel and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Parcel to pay to the Association; and upon the Association the obligation to assess, collect and expend for the Association’s Expenses as listed but not necessarily limited to:

3.3.1 Utilities - Charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, gas, electricity, telephone, bulk cable services, sewer and any other type of utility or service charge for Common Areas.

3.3.2 Insurance Policies - The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

3.3.3 Fidelity Insurance or Bonds - The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other persons who operate or are responsible for operating the Association.

3.3.4 Repair and Maintenance - Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.

3.3.5 Insurance Deductibles - Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

3.3.6 Administrative Costs - The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.

3.3.7 Directors and Officers Indemnity Insurance - The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

3.3.8 Reserves - The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

3.3.9 Special Assessments - Special assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

3.3.10 Maintaining the Association - Expenses properly incurred by the Association, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of the Common Area, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws.

3.3.11 Other Costs - Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles or Bylaws.

3.3.12 Professional Services - Expenses for professional services such as Attorneys, Architects, Engineers, and other when such services are needed by the Association.

3.4 Budget. The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year.

3.5 Amendment of Budget. Adjustments may be made by the Board in assessments from time to time to allow for any changes for Common Expenses.

3.6 Time of Payment. Assessments shall be payable by Parcel Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

3.7 Special Assessments. In addition to the regular assessments the Board may levy a special assessment for defraying in whole or in part Common Expenses not met or expected to be met by regular assessments

3.8 Liens. All assessments for Common Expenses and Charges made to a Lot are a continuing lien upon that Lot.

3.8.1 Assessments and Charges: Assessments and Charges include any assessment for Common Expenses and any other charges against the Lot such as:

- Regular Assessments,
- Special Assessments and
- Late fees and
- interests on any and all at the highest rate allowed by law
- Charges and installments of Charges
- costs and expenses of collection including reasonable attorneys' fees and
- costs incurred in attempting to collect said Assessments or Charges before or after the filing of suit at the trial, appellate level or otherwise and
- The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien.

3.8.2 Contents of Lien: The lien shall set forth the Assessments and other Charges due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association.

3.8.3 Public Records: Upon recordation in the Public Records of Collier County, Florida, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of records.

3.8.4 Personal Obligation: Each of these continuing liens shall be the personal obligation of the person, persons or entity owning the Lot and shall be the joint and several liability of all Owners of the Lot.

3.8.5 Severally and Jointly Responsible: Except as provided below, any person or entity which acquires title to a Lot, including a purchaser at a judicial sale, shall be jointly and severally liable with the predecessor in title for all unpaid Assessments and Charges against the predecessor(s) for any Charges and Assessments, including attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the title transfer. This liability is without prejudice to any rights the title acquirer may have to recover from the predecessor(s) the amounts paid by the title acquirer.

3.8.6 Mortgages and Foreclosures: If any first mortgagee or other person, persons or entity obtains title to a Lot as a result of foreclosure of a first mortgage of record or a deed given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of the Assessments and Charges pertaining to such Lot chargeable to the predecessor, which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said mortgage of record as provided in Section 720.3085 of the Act.

3.8.7 Payment in Full: As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot or Unit. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien.

3.9 Remedies for Delinquency. In the event any Owner fails to pay assessments or any installment thereof charged to the Parcel ten days after the same becomes due an administrative late charge as provided by law or \$25.00 or 5 percent of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies.

3.9.1 Accelerate - To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

3.9.2 Advance - To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

3.9.3 Foreclosure: To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

3.9.4 Lawsuit: To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

3.9.5 Seize Rental Income - The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Parcel in default paid directly to the Association, the court registry, or a receiver, as the court may direct.

3.9.6 Terminate Leasing - The Association may elect to terminate any existing leases with respect to Parcels in default and prohibit the Parcel from being rented in the future until the default is cured.

3.9.7 Combination - The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Parcels in this Association are deemed to assent to terms of this provision.

3.9.8 Payments - Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

4. EASEMENTS, PROPERTY RIGHTS. In addition to the easements already of public record at the time this Declaration is recorded and those created on the Plat, each of the following easements are hereby created, all of which shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way so as to unreasonably interfere with the proper and intended uses and purposes thereof, and each of which shall survive the termination of this Declaration. Unless otherwise specifically set forth herein, no grant or creation of easement shall or shall be deemed to constitute a gift or dedication of any property or right to the general public or be for the benefit of the general public.

4.1 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian and vehicular traffic are for the use and benefit of Owners, the authorized residents, and the Guest of Owners and such authorized residents and institutional Lenders.

4.1.1 Pedestrian - Easements for pedestrian traffic are over, through and across roads, Sidewalks, paths, lanes and walks that are built or may be built in the future, for pedestrian traffic.

4.1.2 Vehicular - Easements for vehicular traffic and parking over, through and across and upon such portions of Common Property built, or may be built, or may be built in the future, for vehicular traffic and parking.

4.1.3 Pedestrian vs Vehicular - Pedestrian traffic takes priority over vehicular traffic therefore, vehicles must stop for pedestrians crossing the street and cannot park or block Sidewalks or pathways.

4.2 Perpetual Nonexclusive Easement in Common Areas and the Lake Parcels. The Common Areas and the Lake Parcels shall be, and the same are hereby declared to be, subject to a

perpetual nonexclusive appurtenant easement in favor of all Owners and authorized residents of the Subject Property from time to time, and their Guests, for all proper and normal purposes, for all purposes for which same are reasonably intended and for the furnishing of services and facilities.

4.3 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier companies, and all other Parties providing services to or for the benefit of the Subject Property (collectively, the "Service Providers") over and across all roads and easements existing from time to time within the Subject Property and such portions of the Subject Property as may from time to time be paved and intended for such purposes, and over, under, upon and across the Subject Property, as may be reasonably required to permit the Service Providers, and their respective agents and employees, to provide the respective authorized services to and for the Subject Property, and as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the Subject Property, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antennae and cable television facilities and electronic security. No Owner shall permit anything to occur on any such Owner's Lot that interferes with or impairs in any way the ability of the Service Providers to use the foregoing easements. The Board or its designee shall have a right of access to each Lot and each Dwelling Unit to inspect, maintain, repair or replace any utility service facilities contained in, upon or under any Lot and in order to remove any Improvements on such Lot that interfere with or impair any utility services required for all or any portion of the Subject Property or interfere with or impair any easement herein reserved; provided, however, such right of access shall not unreasonably interfere with an Owner's permitted use of the Lot, except that same shall not be applicable in the event of an emergency in which event such right of access shall be permitted at any time.

4.4 Encroachments. A valid easement shall be created for encroachments of:

- any portion of the Common Area upon any Lot or
- any Dwelling Unit or Improvement upon any Lot or portion of the Common Area or

as a result of:

4.4.1 Construction - construction or reconstruction of any Dwelling Unit or other Improvements;

4.4.2 Settling - settling or shifting of any Dwelling Unit or other Improvements;

4.4.3 Common Areas - any addition, alteration or repair to the Common Areas made by or with the consent of the Association;

4.4.4 Repair or Restoration - any repair or restoration of any Dwelling Unit or other Improvements (or any portion thereof) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Dwelling Unit, other Improvements or the Common Areas; or

4.4.5 Act by Owner - any non-purposeful act or non-negligent act of an Owner;

4.4.6 Authorized by Board - any act authorized by the Board;

Such an easement shall exist for such encroachment and for the maintenance of the same so long as the applicable Dwelling Unit or other Improvements shall exist.

4.5 Additional Easements. The Association, on their behalf and on behalf of all Owners, each shall have the right to:

4.5.1 New Easements - grant and declare additional easements over, upon, under and/or across the Common Areas and the Lake Parcels in favor of any person, entity, public or quasi-public authority or utility company, or

4.5.2 Change or Abandon - modify, relocate, abandon or terminate existing easements benefitting or affecting the Subject Property.

In connection with the grant, modification, relocation, abandonment or termination of any easement, the Association reserves the right to relocate roads, parking areas, utility lines, and other Improvements upon or serving the Subject Property. So long as the foregoing will not unreasonably and adversely interfere with the use of Lots for dwelling purposes, no consent of any Owner or any Institutional Lender shall be required or, if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the consent of the Owners and Institutional Lenders of Lots so affected shall be required. To the extent required, each and every Owner hereby irrevocably appoints the Association as the attorney-in-fact for such Owner for the foregoing purposes.

If ingress or egress to any Lot is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an appurtenant easement for ingress and egress in favor of the Owner of such Lot, unless alternative ingress and egress is provided to such Owner.

4.6 Wall Easement. The Association reserves the right to construct, maintain and replace a privacy wall or berms along the parameter of the Subject Property, and there shall be created an easement for such privacy wall and/or berm and an easement for the construction, repair and maintenance of such privacy wall or berm over other necessary portions of the Subject Property. Such easement shall inure to the benefit of the Association, and the Association shall maintain the privacy wall and/or berms so located within the easement in a state of good repair.

5. USE RESTRICTIONS. All Owners agree to abide by this Declaration, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time.

5.1 Compliance with Law. No use may be made of any Parcel that violates any federal, state or local laws, zoning, ordinances or regulations.

5.2 Air Conditioning Units. Only central air conditioning units are permitted within the Subject Property. No window, wall, or portable air conditioning units are permitted, without the prior written consent of the Association.

5.3 Garages. No garage shall be enclosed or converted into a living or habitable area. Garage doors shall be required to remain in place at all times, and no construction or conversion shall change the interior or exterior of any garage to interfere with the use of it as a storage place for automobiles. Garage doors are to be kept closed except when the Owner or Resident or a worker retained by the Owner/Resident is performing work inside the garage or in and around the yard of

the Parcel.

5.4 Pets. No animals, livestock or poultry of any kind shall be permitted within the Subject Property except for common household domestic pets, provided that in no event shall poultry be deemed as a common household domestic pet. Further, without the written consent of the Association, only 2 such common household pets are permitted in any Dwelling Unit. All pets permitted outside of a Dwelling Unit must be carried or kept on a leash when outside of a Dwelling Unit or fenced-in portion of a Lot. No pet shall be permitted to go or stray onto on any other Lot without the permission of the Owner of such other Lot. No pet will be permitted to create an unreasonable nuisance or annoyance to other Owners or residents of the Subject Property. Each Owner or resident owning a pet shall immediately pick up and remove any solid animal waste deposited by such pet on the Subject Property. No commercial breeding of pets is permitted within the Subject Property. The Association shall have the right to require an Owner or resident of the Subject Property to immediately and permanently remove a pet from the Subject Property in the event of a violation of this paragraph.

5.5 Automobiles, Vehicles and Boats. Without the prior written consent of the Association or unless parked within an enclosed garage, only automobiles, vans constructed as private passenger vehicles with rear seats and side windows, pick-up trucks of a type customarily used as private passenger vehicles and other vehicles manufactured and used as private passenger vehicles may be parked overnight within the Subject Property. In particular and not as a limitation, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, no vehicle other than a private passenger vehicle as specified above and no boat may be parked or stored outside of a Dwelling Unit or otherwise within the Subject Property overnight. Without the prior consent of the Association, no overnight parking whatsoever is permitted on any streets or other areas. It is the specific intention hereof to limit all overnight parking for permitted vehicles in driveways and garages. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from the Subject Property or while used in connection with providing services to the Subject Property. Likewise, the foregoing restrictions shall not be deemed to prohibit the temporary parking of governmental law enforcement agency, fire agency or emergency vehicles within the Subject Property. Parking on the lawn is always prohibited.

Unless parked within an enclosed garage, all vehicles permitted to be parked within the Subject Property must be in good condition and repair, and no vehicle without a current license plate or that cannot operate under its own power may be parked within the Subject Property for more than 24 hours. All vehicles parked within the Subject Property must be painted with colors and in a manner that is customary for private passenger vehicles, and that is not offensive or distasteful in the reasonable opinion of the Association. No motorcycle, motorbike, moped, all-terrain vehicle or other such vehicle is permitted to be operated within the Subject Property unless such vehicle is licensed for street use and is equipped with appropriate noise-muffling equipment so that such operation does not create an annoyance to the residents of the Subject Property. If the Association determines the operation of any such vehicle creates an annoyance to the residents of the Subject Property, then after written demand from the Association to owner of any such vehicle, such vehicle shall not be permitted to operate within the Subject Property. Further, no vehicle may block any Sidewalk, whether parked in the driveway or otherwise.

5.6 Basketball Backboards. No permanently installed basketball backboards are permitted to be affixed to the exterior of any Dwelling Unit. Free-standing basketball backboards permanently installed shall be permitted, provided that such basketball backboards conform to the standards established by the Association as to location, color, size and style. No portable basketball backboards may be on any street curb. No basketball between the hours 8 p.m. – 8 a.m.

5.7 Clotheslines and Outside Clothes Drying. No clotheslines or clothes poles shall be erected, and no outside clothes drying is permitted.

5.8 Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner of any Lot may obstruct or redirect the drainage flows after installation of drainage swales, storm sewers or storm drains.

5.9 Guns. The use of firearms upon the Subject Property is prohibited. The term “firearms” includes but is not limited to “B-B” guns, pellet guns, paintball guns, and all other firearms of all types.

5.10 Improper Use. No improper, offensive or unlawful use shall be made of any Dwelling Unit or Lot, and all valid laws, zoning ordinances and regulations of all governmental or quasi- governmental bodies having jurisdiction shall be strictly observed.

5.11 Insurance Rates. Nothing shall be done or kept on the Lots or any Improvement that will increase the rate of insurance on any portion of the Subject Property insured by the Association; nor shall anything be done or kept on the Lots or any Improvement that would result in the cancellation of insurance on any portion of the Subject Property insured by the Association.

5.12 Lawn Maintenance. All Dwelling Units and Lots shall be kept in a clean and sanitary manner and shall be maintained in first-class condition with a well-maintained lawn and landscaping. In the event grass on a Lot exceeds six (6) inches in height, the Association may, but shall not be required to cut such grass, in which event such Lot Owner shall be obligated to pay to the Association, as an assessment, the actual cost for such grass cutting plus Twenty-Five and 00/100 Dollars (\$25.00) as a service fee.

5.13 Mailboxes. All mailboxes shall be of the same type and color as that which was originally installed or which is approved by the Architectural Review Committee.

5.14 Hazardous or Toxic Substances. No hazardous or toxic substances, chemicals, pesticides, fertilizers or any other matter shall be placed on any portion of the Subject Property or the surface water management system of the Subject Property, if any. Fertilizers and pesticides shall be used on Lots only in a reasonable manner and only for the purpose for which such products are intended. Owners shall take strict precautions to prevent fertilizers and pesticides from entering any surface water management system of the Subject Property and adhere to environmental restrictions.

5.15 Irrigation Water Supply. No individual water supply system shall be permitted on any Lot, except the installation of an individual water supply system necessary for the purposes of irrigation of the landscaping upon a Lot; provided, however, that the following must be complied with by such Owner:

5.15.1 Any individual irrigation water supply system must be installed, operated and maintained in such a manner as to prevent stains and/or discoloring of any exterior Improvements upon the Lot, including but not limited to cement areas, Dwelling Units, the exterior finish of any other building, structure or fencing, or any vehicles. An Owner shall be required to clean, repair or replace any and all Improvements that are discolored due to stains caused by such irrigation water supply system within thirty (30) days of notice by the Association. Further, the Association may require, at any time as determined by the Association, as the case may be in the exercise of the sole and exclusive discretion of the Association, as the case may be, the incorporation of a rust inhibition system (the "Rust System") into any irrigation system located on any Lot, the cost of which shall be borne exclusively by the owner of the particular Lot required to incorporate such a Rust System.

5.15.2 Unless otherwise determined by the Association, any Lot abutting a Lake Parcel (a "Lake Lot") shall be permitted to utilize the Lake Parcel that abuts such Lake Lot. Any Lot that does not abut a Lake Parcel (a "Dry Lot") shall only be permitted to utilize a well on such Dry Lot for irrigation water only. In either case, the irrigation water supply system shall be an automatic underground system and shall not be connected to the potable water system unless approved by the local municipality exercising jurisdiction over same.

5.15.3 The County and South Florida Water Management District specifies the days of the week and hours of the day when irrigation is permitted. The Association further limits hours of irrigation to midnight to 6 a.m. to prevent irrigation water obstructing the use of the Sidewalks.

5.16 Oil Drilling and Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

5.17 Occupancy. No Dwelling Unit shall be permanently occupied by more than two (2) persons for each bedroom contained in the Dwelling Unit; in addition, temporary Guests will be permitted so long as such Guests do not create an unreasonable source of noise or annoyance to the other Owners or residents of the Subject Property.

5.18 Outside Storage of Personal Property. Except for well-maintained patio furniture and accessories, Bar-B-Q grills, playground equipment approved by the Association and other personal property commonly kept outside, the personal property of an Owner or resident of a Dwelling Unit within the Subject Property shall be kept inside of the Dwelling Unit or within a fenced in yard and out of street view. Any of the foregoing property that is permitted to be kept outside of a Dwelling Unit must be kept in the rear of the Lot and must be appear neat and in good condition.

5.19 Portable Buildings. No portable, temporary or any storage, shack, garage, accessory buildings, structures, sheds, portable pods or tents shall be erected, constructed or located upon any Lot for storage purposes or otherwise, without the prior written consent of the Association, which consent may be withheld in the exercise of the sole and absolute discretion of the Association, and in all events each such permitted building or structure must be shielded by the Owner thereof from the view from adjoining Lots and Common Areas.

5.20 Recreational Facilities. The Board shall have the right to make reasonable rules and regulations regarding the use of the Lake Parcels and other recreational facilities, if any, as the Board deems desirable from time to time.

5.21 Roofs for Porches, Patios or Additions. Any roof or ceiling on any porch, any patio, any screen enclosure, solar panels or any other addition to any Dwelling Unit must be approved by the Association and, in general, unless otherwise approved by the Association, any roof must be of the same type and color as on the existing roof of the Dwelling Unit.

5.22 Swimming Pools. No swimming pools, spas, portable pools, or the like, shall be installed on or in any Lot without the consent of the Association, which consent may be withheld in the exercise of the sole and absolute discretion of the Association.

5.23 Tree Removal. No trees on the Lot at the time of acquisition of a Lot by an Owner shall be removed without the express consent of the Architectural Review Committee, except for:

5.23.1 diseased or dead trees; and

5.23.2 trees needing to be removed to promote the growth of other trees.

In the event any tree is removed pursuant to the provisions referenced above, the Board, in the exercise of the sole and exclusive discretion of the Board, may require the Party or Owner that removed such tree(s) to replace any such removed tree with an Architectural Review Committee approved tree. In the event an intentional or unintentional violation of this provision, the violator may be required by the Board, in the exercise of the sole and exclusive discretion of the Board, to replace the removed tree with an Architectural Review Committee approved tree.

5.24 Signs. "For sale" signs, "for rent" signs or other window displays, signs, or advertising are not permitted on any part of the Common Areas or in any Dwelling Unit or on any Parcel such that they are visible from the Common Areas, including signs in or on vehicles parked on a Lot. Security signs are permissible, as provided in the Act.

5.25 Flagpoles. No permanent ground mounted flagpoles are permitted without the consent of the Association, which consent may be withheld in the exercise of the sole and absolute discretion of the Association, and as may be required under Florida law.

5.26 Lake Parcels: Docks. The Association may, from time to time, in the exercise of the Association's sole and absolute discretion, adopt standards, rules, establish regulations and other guidelines relating to the erection and maintenance of docks, use of aquatic vehicles and other matters associated with the use and enjoyment of the Lake Parcels by the Owners. In no event, however, shall any Owner engage in any excavation of any portion of any Lake Parcel or establish or maintain any "beach" area adjacent to any Lake Parcel.

5.27 Rules and Regulations. The Association may from time to time adopt additional reasonable rules and regulations relating to the use, maintenance and operation of the Subject Property.

5.28 Personal Property. No barbecue grills or other outdoor cooking equipment, patio or other furniture, bicycles, toys or other personal property may be kept or stored outside of a screened or fenced enclosure unless approved by the ARC.

5.29 Dangerous Materials. No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use.

5.30 Window Treatments. No Owner shall install or maintain aluminum foil or other reflective material on any window or glass door except as approved by the Board for energy conservation purposes.

5.31 Single Family Use. Each Parcel may be used for single-family residential purposes only. Single family shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single housekeeping unit or three or more persons who regularly and customarily reside together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside in a Dwelling Unit at one time. When used in this Article "reside" shall mean occupancy for more than thirty-days during any calendar year. Nothing herein shall prevent an Owner from leasing a Parcel subject to the conditions and covenants contained in this Declaration.

5.32 Commercial Activity. No business or commercial activity of any kind shall be conducted on or from any Lot nor in or from any residence except as provided herein. Nor may the address or location of the residence or Association's name be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal business or professional records in his residence, or from handling personal, business or professional communication and written correspondence in and from his residence. Parcels may not be used for commercial or business purposes, including, without limitation, caring for children or adults or any use that requires an occupational license. Occupants may use Parcels for "home office" or "telecommuting" purposes, if such uses do not involve customers, employees or clients coming onto the property, the posting of any signage in the Community, the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use.

5.33 Structural Changes. No structural additions or alterations may be made to any improvements on the Lot without the approval of the Architectural Review Committee or Board, other than erection or removal of non-support carrying interior partitions wholly within the home and other than the interior work done in a Dwelling Unit, which is not visible from the exterior. The original models and style of homes will remain with no alteration such as two story home and no more than three car garage.

5.33.1 Enclosures. No Owner or Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the ARC or Board.

5.34 Nuisance. Neither Owners nor Occupants shall permit any nuisance based on Governing Documents and Collier County Ordinance to exist upon or within the Dwelling Unit or

Parcels or any conduct that creates an annoyance or disturbance to be detrimental or bothersome to any other Parcels, Occupants or Owners or interferes with the peaceful possession and proper use of the Community by its Residents.

5.35 Subdivision. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. No Owner shall divide nor subdivide a Parcel for purposes of sale or lease and no portion less than all of any Parcel, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner without the approval of the Board. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents. Combining of adjoining Parcels is permissible but the Owners of the divided parcel shall remain responsible for the full assessment applicable to each Lot.

5.36 Auxiliary Living. No mobile home, trailer, shed, RV or temporary structure of any kind may be used as a residence or Dwelling Unit.

5.37 Fences and Walls. No fences or walls shall be installed except as originally installed by the Developer or except as otherwise approved by the ARC. In any event, however, only vinyl coated chain link, aluminum, wrought iron or PVC fences of 4 feet or less in height shall be permitted, provided that prior to installation, all such fencing shall first be approved by the ARC and further provided that no fence shall be installed at a point forward of the front of a Dwelling Unit unless first approved by the ARC.

5.38 Enclosures. No Owner or Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the ARC or Board.

5.39 Obstruction. No Owners or Occupant may cause or allow any obstruction of a road or other common ways of ingress or egress within the Common Areas, nor shall anything be allowed to remain in Common Areas or on the Parcels which would be unsightly or hazardous.

5.40 Rubbish. No Owner or Occupant may allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (trash bins) provided therefore. Each Lot, Parcel and the Common Areas shall be kept in a clean and sanitary condition.

5.41 Digging Lakes, Etc. No lakes, ponds, swales, canals or ditches may be dug on any Parcel without the written consent of the ARC and the Board.

5.42 Abusive Behavior. Members and other Residents shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, Residents, Guests, Occupants, or directed at management, its agents, its employees, or vendors.

5.43 Parties Who Must Abide by Rules. Owners, their family, Guests and tenants shall abide by Rules and Regulations promulgated from time to time by the Board or committee established by the Board provided, however, that copies of such regulations are available to each Member prior to the time said regulations become effective.

5.44 Docks. No dock, boat ramp, boathouse or improvement shall be constructed on any portion of a Parcel where a Parcel abuts a lake, pond, or water retention area. No swimming or gasoline motor boating is allowed in lakes, ponds, or other water retention areas.

5.45 Muscovy Ducks and Wildlife. Feeding of the Muscovy ducks within the boundaries of Waterways of Naples is not permitted. The Board of Directors shall investigate any request from a homeowner to take action to prevent the continued feeding of the Muscovy ducks. Offenders will receive notice of any violation, and will be subject to the established violation process as outlined in Article 11.

5.46 Trash Containers. Garbage, recycling or trash containers, special pick-ups must be placed so they shall not be visible from the streets or from other Parcels. Garbage or trash containers may be placed out for collection after 4 pm the evening before regularly schedule pick up day, retrieved prior to midnight of pick-up day and put inside the garage or out of view.

5.47 Liability of Violators. In the event the Association is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for themselves, Guests or Tenants) shall be liable to the Association for costs incurred in the enforcement action, including reasonable attorneys' fees and costs, whether incurred before the filing of suit, after filing, and in connection with trial or appellate proceeding or otherwise.

5.48 Drones and/or Model Airplanes. Absent specific written authorization by the Board of Directors, drones, as defined by Section 934.50(2)(a), Florida Statutes (2017), or other remotely controlled flying devices are prohibited from being operated over, on or within the Common Properties.

5.49 Satellite Dishes, Antennas, Etc. No wires, masts, towers, antennae, aerial, weathervanes, anemometers, or exposed wiring for any purpose or other equipment or structures may be erected, constructed or maintained on the exterior of any home nor in any of the Common Areas except with the prior written consent of the Board, and except as follows.

Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Lots/Dwellings subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.

- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Residents of the community if this placement would still permit reception of an acceptable quality signal.

6. MAINTENANCE, REPAIR AND REPLACEMENT

6.1 Maintenance of Common Area and Parcels by the Association. Maintenance of the Common Area shall be the responsibility of the Association. The Association shall be responsible for the repair and maintenance of landscaping, trees, shrubs, grass, sprinkler heads, walks, driveways and parking areas (other than the walkway and driveway of any Parcel) situated in the Common Area or upon any Parcel, specifically including, without limitation, the responsibility to operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District. The South Florida Water Management District has the right to take enforcement action, including civil action for an injunction and penalties against the Association, to compel the Association to correct any outstanding problems with the Surface Water Management System or in mitigation or conservation areas, if any, under the responsibility or control of the Association.

6.2 Permits, Licenses and Easements. Subject to the provisions of Article 4, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

6.3 Maintenance of Lots and Parcels by Owners. Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Lot and Parcel, including, but not limited to, the Dwelling Unit and other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his Lot and Dwelling Unit. In this regard, each Owner shall be responsible for the maintenance, repair and repainting and shall keep same in a neat and orderly fashion. Any Owner who desires to have additional services to those provided by the Association may contract directly for such additional services. Each Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Dwelling Unit and on the Parcel that is not to be maintained by the Association.

6.3.1 In the event such Owner's Lot is a Lake Lot, the Owner must keep and maintain all lake slopes, or swales abutting such Lake Lot in first class condition.

6.3.2 Owners are required to regularly maintain and clean the exterior of their house, roof, driveways, etc. to maintain a proper appearance, free from mold.

6.4 Prohibition. Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board.

6.5 Owner Liability. Should any Owner do any of the following:

6.5.1 Fail to perform the responsibilities as set forth in this Article or,

6.5.2 Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

6.5.3 Undertake unauthorized improvements or modifications to his Lot, Parcel, Dwelling Unit or to the Common Area; then

Except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot, Parcel or Dwelling Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof shall be added to and become a part of the assessment to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Lot, Parcel or Dwelling Unit with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due.

6.6 Owner Failure to Maintain. In the event an Owner fails to maintain the Parcel and the improvements situated thereon, in a manner reasonably satisfactory to the Board or any committee established by the Board, upon direction of the Board the Association shall have the right through its agents and employees, to enter upon said Parcel to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Association pursuant to this Article shall be added to and become part of the assessment to which such Parcel is subject.

6.7 Lake Parcels. The Lake Parcels will be a part of the Common Areas and will be maintained and operated by the Association, the cost of which shall be a Common Expense. Due to low ground water elevations within the immediate area wherein the Subject Property lies, the lake Parcels may be extremely shallow from time to time depending upon rainfall, the level of water in the ground, the level of drainage canals, and the demand for potable irrigation water. Owners and others claiming by or through Owners acknowledge and agree that the Association has no control over such water elevations and therefore, agree to release and relieve the Association from any liability associated with ground water elevations and lake bank erosion and further agree to indemnify and hold harmless the Association from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including reasonable attorneys' fees and costs and appellate fees and costs related to or arising out of any claim made by Owners and others claiming by or through Owners against the Association as a result of the ground water elevations and lake bank erosion.

6.8 Sidewalks. The Association is responsible to maintain, repair and replace the Sidewalks which are located throughout the Common Area and run parallel to the street.

7. MATERIAL ALTERATIONS OR SUBSTANTIAL ADDITIONS. There shall be no Material Alterations or Substantial Additions to the Common Areas or Association real property by the Association, except as authorized by the Board. Provided, however, that if any such Material Alterations or Substantial Additions require or obligate the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a majority of Voting Interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of a majority of the entire Voting Interests. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board.

8. ASSOCIATION INSURANCE. The following provisions shall govern insurance covering the Association:

8.1 Insurance Policies. Insurance policies covering the Common Areas shall be purchased by the Association and be issued by an insurance company authorized to do business in Florida.

8.2 Named Insured. The named insured shall be the Association itself and as agent for Owners without naming them and as agent for their mortgagees without naming them.

8.3 Insurance Certificate. One copy of each insurance policy, or a certificate evidencing such policy, and endorsements thereto, shall be furnished by the Association to each first mortgagee if requested in writing.

8.4 Indemnification. The above paragraph notwithstanding, each member releases and indemnifies the Association, its members, employees and agents and shall hold them harmless for injuries or damages to persons or property because of the member's neglect, recklessness or intentional acts.

8.5 Association Coverage. The Association shall maintain insurance covering the following:

8.5.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement including wind; and

8.5.2 Such other risks as from time to time are customarily covered with respect to property similar in construction, location and use, including but not limited to vandalism and malicious mischief.

8.5.3 Comprehensive general public liability including host liquor liability and hired, owned and non-owned automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Association property, adjoining driveways and walkways, or any work, matters or things related to the Association property or this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, combined single limit and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

8.5.4 The Association shall obtain and maintain adequate insurance or fidelity bonding of persons who control or disburse funds of the Association. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the Association or its managing agent at any one time. As used in this Article, the term “persons who control or disburse funds of the Association” includes, but is not limited to, individuals authorized to sign checks, the president, secretary, and treasurer of the Association.

8.5.6 Workers Compensation coverage if required by law.

8.5.6 Umbrella liability in an amount of at least \$1,000,000.

8.5.7 Directors and Officers liability coverage as deemed appropriate by the Board.

8.5.8 Flood insurance if deemed appropriate by the Board.

8.5.9 Other insurance as the Board shall determine from time to time to be desirable.

8.6 Waive Insurer’s Rights. When appropriate and obtainable, each of the foregoing policies shall waive the insurer’s right to:

8.6.1 subrogation against the Association and against the Owners individually and as a group,

8.6.2 pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk,

8.6.3 avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

8.7 Premiums for Insurance Policies. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Parcels or their appurtenances or of the common areas by particular Owners shall be assessed against and paid by such Owners.

8.8 Insurance Policies. Insurance policies obtained by the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their interests may appear. Proceeds because of damage to the Common Areas shall be held in undivided shares for each Owner, such shares being the same as the undivided shares in the common areas appurtenant to each Parcel.

8.9 Association as Agent. The Association is irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon a Parcel and for each Owner of any other interest in the Association property to adjust claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.10 Association Purchased Insurance. The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within or upon their Lot or

Dwelling Unit nor casualty or theft loss to an Owner's property. It shall be the obligation of the individual Owner if such Owner so desires to purchase and pay for insurance as to such and other risks.

9. OWNER INSURANCE. The following provisions shall govern insurance covering the Owners:

9.1 Liability Insurance. Each Parcel Owner shall be responsible for purchasing and maintaining such policies of liability for accident or injury occurring on or about his Parcel, as he may deem appropriate.

9.2 Casualty Insurance. Each Owner shall be responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on his Dwelling Unit and all other insurable improvements situated upon his Parcel in an amount equal to the full replacement cost thereof. The Association may periodically require proof of such insurance.

10. RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY. In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements.

10.1 Reconstruction or Repair. Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advising in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

10.2 Insurance Proceeds. If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Parcels in sufficient amounts to provide funds for the payment of such costs.

11. ENFORCEMENT

11.1 Enforcement of Governing Documents. In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Resident, Tenant, or Guests, (other than the non-payment of any Assessment or other charges), the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

11.1.1 Impose a fine against the Parcel as provided in Florida Statutes and in the Bylaws; and/or

11.1.2 Commence an action to enforce the performance on the part of the Owner or other party, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

11.1.3 Commence an action to recover damages; and/or

11.1.4 Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; and/or

11.1.5 Elect any or all other remedies, restrictions or penalties available under law.

All expenses incurred by the Association in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate assessment, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Collier County.

11.2 Enforcement of Declaration. Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorneys' fees at trial and appellate levels to the prevailing party.

11.3 Owner Responsibility. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Dwelling Unit or occupying his Parcel, including family members, Tenants, and Guests if any act or omission shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by a Resident of any Parcel, or a Guest, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

12. AMENDMENTS. Except as elsewhere provided herein, this Declaration may be amended in the following manner:

12.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

12.2 Notice. The subject matter of a proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered.

12.3 Adoption of Amendments. An amendment so proposed may be adopted by a vote of two-thirds of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association at which a quorum is present. Amendments correcting errors, omissions,

scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

12.4 Execution and Recording. An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Collier County.

12.5 Automatic Amendment. Whenever Chapter 720, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board, without a vote of the Members, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and 720 of the Florida Statutes, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

12.6 South Florida Water Management District Approval. Any amendment proposed to this Declaration which would affect the Surface Water Management System will be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the Lake Permit. If a modification is necessary, the South Florida Water Management District will so advise the Association.

12.7 Exceptions. No amendment shall discriminate against any Owner or class or group of Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment.

12.8 Approval of Institutional Lenders. Except as otherwise indicated herein, amendments to this Declaration or to the Articles or to the Bylaws must be approved by an affirmative vote of the Institutional Lenders holding mortgages encumbering at least one-half (1/2) of the Lots that are subject to mortgages held by Institutional Lenders, if any such amendments materially change any of the provisions of this Declaration, or the Articles or Bylaws concerning the following:

12.8.1 voting rights;

12.8.2 Assessments, Assessment liens, or the priority of Assessment liens;

12.8.3 reserves for maintenance, repair and replacement of Common Areas;

12.8.4 responsibility for maintenance and repairs;

12.8.5 reallocation of interests in the Common Areas or rights to the use thereof;

12.8.6 expansion or contraction of the Subject Property, or the addition, annexation, or withdrawal of property to or from this Declaration;

12.8.7 insurance or fidelity bonds;

12.8.8 leasing of Dwelling Units;

12.8.9 imposition of any restrictions on an Owner's right to sell or transfer such Owner's Dwelling Unit;

12.8.10 any provision that expressly benefits mortgage holders, insurers or guarantors.

13. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.

13.1 **Notice of Action.** Upon written request to the Association by an Institutional Lender holding, insuring or guaranteeing a first mortgage encumbering any Lot, which notice identifies the name and address of the holder, insurer or guarantor and identifies the Lot by number or by address, any such holder, insurer or guarantor will be entitled to timely written notice of:

13.1.1 Any condemnation or casualty loss, which affects a material portion of the Subject Property or the Lot;

13.1.2 Any sixty (60) day default by the Owner of the Lot in the payment of Assessments or charges owed to the Association or any default in the performance of any obligation hereunder by the Owner of the Lot;

13.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

13.1.4 Any proposed action, which would require the consent of a specified percentage of Institutional Lenders.

13.2 **Consent of Institutional Lenders.** Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any Lots is required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to amend this Declaration, the Articles, or the Bylaws, or to any action of the Association, or to any other matter relating to the Subject Property, the Association may request such consent or approval of such holder(s) by written request sent by certified mail, return receipt requested (or equivalent delivery evidencing that such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), within thirty (30) days after the holder receives such request, and if such response is not timely received by the Association, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the Association, which affidavit, where necessary, may be recorded in the public records of the county where the Subject Property is located, and which affidavit shall be conclusive evidence that the applicable consent or

approval was given as to the matters therein contained. The foregoing shall not apply where an Institutional Lender is otherwise required to specifically join in an amendment to this Declaration.

14. LEASING. The lease of a Lot is defined as occupancy of the Lot by any person other than the Lot Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Lot Owner wish to lease his Dwelling Unit, he shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed Residents, and such other information as the Association may reasonably require. Any person occupying the Dwelling Unit as a Resident after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees or Resident. The Association shall give the Lot Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of six (6) months and no Dwelling Unit may be leased more than two (2) times during any twelve (12) month period. Leases may be extended or renewed, subject to Board approval. No Lot Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Dwelling Unit may be leased for anything less than the minimum period of six (6) months and no Dwelling Unit may be leased more than two (2) times per calendar year.

14.1 Board Right of Approval. The Board of Directors shall have the authority to approve or disapprove all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Dwelling Unit as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview and/or background check of any proposed Tenant and all proposed Residents of a Dwelling Unit as a condition for approval.

14.2 Tenant Conduct; Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the Governing Documents. The uniform lease or addendum and other leases shall further provide, or be deemed to provide, that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, Resident, other Dwelling Unit Occupant, or Guest fails to abide by the Governing Documents, the Lot Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, or Guests and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Lot Owner shall have the duty to bring his Tenant's conduct (and that of the other Dwelling Unit Residents, Occupants, or Guests) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction

proceedings without notice to cure, where legally permissible. If the Lot Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Lot Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the noncompliance of other Residents, Occupants, or Guests), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Lot Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Lot Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Lot be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

14.3 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Lot Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2017), as amended from time to time.

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

14.4.1 The person seeking approval (which shall hereinafter include all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

14.4.1.1 a capital, first or second degree felony involving violence to persons within the past twenty (20) years; or

14.4.1.2 a first or second degree felony involving illegal drugs within the past ten (10) years; or

14.4.1.3 any other felony within the past five (5) years; or

14.4.1.4 a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

14.4.2 The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

14.4.3 The person seeking approval is currently on probation or community control for a felony;

14.4.4 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

14.4.5 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Community as a Tenant, Resident, Occupant or Guest;

14.4.6 The Lot Owner or person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process;

14.4.7 All Assessments, fines and other Charges and monetary obligations against the Dwelling Unit and/or Lot Owner have not been paid in full.

14.5 Liability. The liability of the Lot Owner under the Governing Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Dwelling Unit as provided herein.

14.6 Association Fee. The Lot Owner or Lessee seeking approval of a lease of a Dwelling Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

15. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Lot Owners who are financially responsible, and thus protect the value of the Lots, the use and transfer of Lots by any Owner shall be subject to the following provisions, which provisions each Lot Owner covenants to observe:

15.1 Forms of Ownership.

15.1.1 Ownership by Individuals. A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

15.1.2 Co-Ownership. Co-ownership of Lots may be permitted. If the co-owners are other than spouses or Domestic Partners, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant." Two persons may, in the discretion of the Board and upon request, be each designated as "Primary Occupants" so long as such persons are spouses or Domestic Partners. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Lot may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Lot, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Lots owned by business entities, religious, or charitable organizations, and the like. The use of the Lot by other persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Governing Documents. No more than one change in Primary Occupant will be approved in any twelve (12) month period. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

15.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Lot may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Lot may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Lot, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Lots owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, corporation, limited liability company, or other entity as a Lot Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." As a condition of approval of a transfer to such entity, the Board may require a personal guarantee from the Primary Occupant or other person acceptable to the Board for payment of all Assessments, Charges, and other monetary obligations (including but not limited to use fees and fines) and for the liabilities affiliated with compliance with the Governing Documents, including but not limited to damages and awards of prevailing party attorneys' fees. The use of the Lot by other persons shall be as if the Primary Occupant were the only actual Lot Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Lot, exercise rights of membership, and discharge the responsibilities incident thereto. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Governing Documents. No more than one change in designation of Primary Occupant will be approved in any twelve (12) month period.

15.1.4 Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Lot. Any vote, consent or approval required by the Governing Documents or law may be given by the life tenant alone, and the vote, 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.

15.2 Transfers Subject to Approval.

15.2.1 Sale or Other Transfer. No Lot Owner may dispose of a Lot or any interest in same by sale or other title transfer without prior written approval of the Board of Directors. No Lot Owner may dispose of a Lot or any interest therein by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board of Directors.

15.2.2 Gift. If any Lot Owner is to acquire his title by gift, his ownership of his Lot shall be subject to the prior approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

15.2.3 Devise or Inheritance. If any person shall acquire his title by devise, inheritance or through other succession laws, the continuance of his ownership of his Lot shall be subject to the approval of the Board of Directors.

15.2.4 Other Transfers. If any Lot Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Lot shall be subject to the approval of the Board of Directors. 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 below.

15.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Lots shall be obtained in the following manner:

15.3.1 Notice to Board of Directors.

15.3.1.1 Sale or Other Transfer. A Lot Owner intending to make a bona fide sale or other title transfer of his Lot or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board of Directors notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Lot Occupants.

15.3.1.2 Devise or Inheritance. A Lot Owner who has obtained his title by devise or inheritance, or operation of succession laws, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Lot Owner as the Board of Directors may reasonably require (including that set forth in Article 15.3.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

15.3.1.3 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event

transferring ownership or possession of a Lot, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

15.3.2 Approval by Association.

15.3.2.1 Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

15.3.2.2 Devise or Inheritance. If the Lot Owner giving notice has acquired his title by devise, inheritance, or through succession law, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the continuance of the Lot Owner's ownership of his Lot.

15.3.2.3 Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, other entity, or more than one individual who are not spouses or Domestic Partners, the approval of ownership by the corporation, partnership, trust, other entity, or multiple persons shall be conditioned upon approval of a Primary Occupant.

15.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer or continuance of ownership of a Lot, the matter shall be disposed of in the following manner:

15.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved without good cause, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Lot Owner an agreement to purchase the Lot concerned by a purchaser approved by the Board of Directors, or the Association itself, who will purchase and to whom the Lot Owner must sell the Lot upon the following terms:

15.4.1.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Lot Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Lot; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

15.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to itself purchase the Lot, or provide a purchaser, or if a purchaser

furnished by the Association or the Association shall default in his/their agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval.

15.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Lot Owner giving notice has acquired or will acquire his title by gift, devise, inheritance, or succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership without good cause, then within thirty (30) days after receipt from the Lot Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Lot Owner an agreement to purchase the Lot concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Lot Owner must sell the Lot upon the following terms:

15.4.2.1 The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less than bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Lot Owner, who shall base their determination upon an average of their appraisals of the Lot; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

15.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Lot or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his/their agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

15.4.3 Disapproval for Good Cause. Disapproval of title transfers or the continuation of ownership pursuant to this Article 15 shall be made by the Board of Directors if it is determined that the potential Lot Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Governing Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Governing Documents:

15.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants or Residents) intends to conduct himself in a manner inconsistent with the Governing Documents;

15.4.3.2 The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

15.4.3.3 a capital, first or second degree felony involving violence to persons within the past twenty (20) years; or

15.4.3.3.1 a first or second degree felony involving illegal drugs within the past ten (10) years; or

15.4.3.3.2 any other felony within the past five (5) years; or

15.4.3.3.2 a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

15.4.3.4 The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

15.4.3.5 The person seeking approval is currently on probation or community control for a felony;

15.4.3.6 The person seeking approval has a record of financial irresponsibility, including without limitation prior foreclosures or bad debts such that the Board reasonably concludes that the applicant is unable to meet his financial obligations to the Association;

15.4.3.7 The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, or has made material misstatements or withheld material/information during the application process; or

15.4.3.8 All Assessments and other Charges against the Lot have not been paid in full, unless the Association has reasonable assurances that said amounts will be paid out of the closing proceeds.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Lot or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

15.5 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Lot Owner with respect to the Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

15.6 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other bona fide mortgagee that acquires its title as the result of owning a purchase money first mortgage upon the Lot concerned; this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Further exempt shall be purchasers at tax deed sales, judicial sales, and governmental levies. However, a transferee from a

first mortgagee or other exempt acquirer of title shall be required to be approved by the Association as a condition of ownership and holding title to a Lot.

15.7 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

15.8 Occupancy by Owner's Immediate Family. Notwithstanding the foregoing and provided the Board is given prior written notice of such occupancy, an Owner may from time to time permit the members of such Owner's immediate family to occupy such Owner's Dwelling Unit as Guests in the absence of the Owner for a cumulative period of one hundred twenty (120) days in any consecutive twelve (12) month period, unless such time limitation is modified by the Board in the exercise of the sole and absolute discretion of the Board; and provided the Board is given prior written notice of such occupancy, a Dwelling Unit Owner may from time to time permit Guests to occupy such Owner's Dwelling Unit, without consideration, provided the occupancy such Guest shall not exceed sixty (60) days in any consecutive twelve (12) month period, unless such time limitation is modified by the Board in the exercise of the sole and absolute discretion of the Board.

15.9 Maximum Number of Lots Owned. In order to safeguard property values and avoid the undesirable impacts of concentration of ownership of Lots in any one person or entity, or group of persons or entities with a common economic objective, combined ownership, as described herein, is limited to a maximum of four (4) Lots. No natural person, may hold a legal, equitable or contractual interest in more than four (4) Lots at the same time, either directly in his or her own name, or indirectly in the name of members of such person's immediate family, and/or in the name of or through one or more artificial entities (including but not limited to corporations, limited liability companies, partnerships, limited partnerships and trusts) in which such natural person is an officer, director, shareholder, partner, limited partner, manager, member, trustee or beneficiary. Similarly, no artificial entity (including but not limited to corporations, limited liability companies, partnerships, limited partnerships and trusts) may hold a legal, equitable, or contractual interest in more than four (4) Lots at the same time, either directly in its own name, or indirectly through the name of any of its officers, directors, shareholders, partners, limited partners, managers, members, trustees or beneficiaries, and/or through the name of any other artificial entity with whom it shares any officer, director, shareholder, partner, limited partner, member, manager, trustee or beneficiary. A natural person and/or artificial entity having a combined ownership interest in more than four (4) Lots as of the effective date of this amendment may thereafter continue to maintain the ownership of such Lots but may not acquire a legal, equitable, contractual or other financial or ownership interest in any other Lot so long as the number of such Lots in which an interest is held is four (4) or more. It is the intention of this provision that an Owner of a Lot, in combination with financially related persons or entities, shall be limited to holding a legal, equitable, contractual and/or other financial interest in a maximum of four (4) Lots at one time, and that groups of Lots exceeding four (4) shall not be owned or controlled by individuals, artificial entities and/or related parties for common investment or other economic purposes. The restrictions contained in this section do not apply to an Institutional Lender's security interest in Lots, nor the ability of such Institutional Lender to acquire title through foreclosure or deed in lieu of foreclosure, but shall apply to any conveyance by such Institutional Lender after acquisition of title by foreclosure or a deed in lieu of foreclosure or otherwise. The Board may enact additional rules and regulations or policies or decisions as may be necessary or desirable, as deemed by the Board, to clarify, interpret, apply or enforce this provision.

16. TERM OF DECLARATION AND TERMINATION

16.1 Terms of Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of the recordation of the original Declaration of Covenants and Restrictions of Waterways of Naples, as recorded in the public records of Collier County in which the Subject Property is located, unless within such time, one hundred percent (100%) of the Owners execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, this Declaration (as it may have been amended from time to time) and the covenants, conditions, reservations and restrictions contained herein shall be automatically extended for successive periods of ten (10) years each, until the Owners by a majority vote elect to terminate this Declaration and execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any such termination of this Declaration shall be effective on the date the instrument of termination is recorded in the public records of the county in which the Subject Property is located.

16.2 Termination. If this Declaration is terminated in accordance herewith, every Owner by acquiring title covenants and agrees that the termination documents shall require:

16.2.1 That Parcels shall continue to be used solely as single-family residences.

16.2.2 Common Areas shall be owned and held in equal shares by the Owners as tenants in common.

17. INDEMNIFICATION

17.1 General Scope. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and

with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

17.2 Indemnified Against Expenses. To the extent a Director, Officer or Committee Member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

17.3 Board Determination. Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer or Committee Member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

17.4 Expenses Paid by the Association. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the Director, Officer or Committee Member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

17.5 Indemnification Provided by this Article. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or Committee Member and shall inure to the benefit of the heirs, executors and administrators of such person.

17.6 Power to Purchase and Maintain Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, Committee Member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the duty to indemnify them against such liability under the provisions of this Article.

18. ASSOCIATION LIABILITY

18.1 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Areas. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or

improvements done by or on behalf of any Owners, regardless of whether or not the same shall have been approved by the Association pursuant to the provisions hereof.

Notwithstanding anything contained herein or in the Governing Documents, or Rules and Regulations, Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, or Permitted Person. Without limiting the generality of the foregoing:

18.1.1 It is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Association Property and the value thereof;

18.1.2 The Association is not empowered, and has not been created, to act as an entity that enforces or ensures the compliance with the laws of the United States, State of Florida, Collier County and/or any other jurisdiction or the prevention of tortious activities; and

18.1.3 Any provisions of the Governing Documents or Rules and Regulations setting forth the uses of assessments that relate to health, safety and/or welfare shall be interpreted and applied only as limitations on or enabling authority for 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, even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title) and each other person having an interest in or lien upon, or making any use of, any portion of the Association Property (by virtue of accepting such interest or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this Article, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

19. ARCHITECTURAL CONTROL. The Association, acting through the Board or the Architectural Review Committee (ARC), shall have the authority to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on the Parcel, and to enforce standards for the external appearance of any structure or improvement located on the Parcel and mailboxes, as set forth in the Governing Documents and in any architectural guidelines promulgated by the Board. If there are any conflicts between this Declaration and architectural guidelines, if any, the Declaration will control. The Architectural Review Committee shall consist of at least three Members of the Association appointed by the Board. The Board may act as the ARC and in the absence of the Board's appointment of an ARC, the Board shall be the ARC. The Board in its sole and absolute discretion may remove members of the ARC at any time, with or without cause.

19.1 Approval Necessary. No dwelling, building, outbuilding, garage, pool, decking, paving, fence, wall, retaining wall, patio, screened enclosure, pier, dock, walkway or other structure

or improvement of any kind shall be erected, constructed, placed or maintained on or adjacent to any Parcel, nor shall the exterior of any Dwelling Unit or other Improvement (including any roofing or other building materials) be altered or modified, nor shall any other Improvements on any Parcel be altered, changed, repaired or modified, nor shall any landscaping or vegetation be materially altered, changed or modified or additional landscaping be installed by an Owner, nor shall any exterior changes (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof, two complete sets of plans and specifications therefore, including, as applicable, front, side and rear elevations, time line for completion and floor plans, two Parcel plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Parcel with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the ARC. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of an Improvement, and it is specifically intended that the ARC shall be empowered to approve or disapprove the colors of the exteriors of dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

19.2 Architectural Review Committee. All required approvals or disapprovals of the ARC must be in writing to be valid for purposes of this Declaration. Decisions of the ARC shall be based on aesthetics, harmony, balance and compatibility of the proposed improvements with the then existing structures within the Community. Improvements or changes shall be performed by licensed contractors or Owner contractor in accordance with plans and specifications prepared by licensed architects, where applicable. The ARC shall either grant such approval or deny the same based upon its sole discretion as to whether the improvements will be aesthetically pleasing, consistent with the architecture of the buildings in the Association, and similar to other such improvements previously allowed.

19.3 Endorsement of Plans. Approvals of plans, specifications and location of improvements by the ARC shall be endorsed on both sets of said plans and specifications, and one set shall be returned to the person submitting the same. The approval of the ARC of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ARC of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use by others. The work to be performed shall be commenced within a reasonable time and once work has started, the project shall continue with adequate manpower, uninterrupted to conclusion within the timeframe set by the ARC with the exception of materials shortage, inclement weather or acts of God. The ARC will inspect the completed work to ensure that it complies with the approved request.

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

19.5 Right of Entry. Any member of the ARC may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the ARC and any building or structure

reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

19.6 Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall the ARC's approval create any presumption that Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

19.7 Restoration in Event of Damage or Destruction. In the event any Improvement on a Parcel is damaged or destroyed, in whole or in part, the Parcel Owner shall take action deemed necessary by the ARC to correct any unsightly or dangerous condition resulting from such damage or destruction. The Parcel Owner shall take corrective action to either restore or remove the condition. The work shall be completed within six-months after the date of the damage or destruction, which may be extended by the ARC for good cause shown. The Owner shall undertake such corrective action as soon, as is practicable in order to avoid an unsightly or dangerous conditions. In the event the Owner fails or refuses to take the required corrective action, as deemed appropriate by the ARC, or in the aftermath of a catastrophic event, such as hurricane, the Association shall have the right, but not the obligation, to go upon the Parcel and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Parcel for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created this Declaration.

19.8 Non-Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC shall not be deemed to be or constitute approval of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

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

19.10 Failure to Approve or Disapprove. In the event the ARC fails to approve or disapprove the requested item within thirty-days after the ARC has acknowledged receipt of a complete application, it shall be considered as being approved. Should the ARC be a body other than the Board a decision of the ARC may be appealed by any member to the Board and such appeal must be filed in writing and received by the Board within ten days of the decision of the ARC. The Board shall render a decision with respect to the matter appealed within thirty-days after the Board receives such appeal and the decision of the Board will be final. If the Board fails to reach a decision as to the matter within said thirty-day period, the decision of the ARC shall govern.

19.11 Effect of Master Association. If any other association is also granted the right to

exercise architectural or similar control pursuant to a recorded declaration affecting the Subject Property, then any Owner seeking architectural approval from the Association shall also be required to obtain such approval from such other association; however, no approval given by any other association shall be binding upon the Association.

20. OTHER OBLIGATIONS OF THE ASSOCIATION

20.1 Conveyance of Common Areas to Association. Any Party may convey title to any property, or to any easement or to any interest therein, owned by such Party to the Association as a Common Area, but the Association shall not be required to accept any such conveyance, and no such Conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the Subject Property is located.

20.2 Use and Benefit of Common Areas. All Common Areas shall be held by the Association for the use and benefit of the Association, the Owners, the authorized residents of the Dwelling Units and their respective Guests, the holders of any mortgage encumbering any Lot from time to time, and any other persons authorized to use the Common Areas or any portion thereof by the Association, for all proper and reasonable purposes and uses for which the Common Areas are reasonably intended but, subject at times to the terms of this Declaration and to the terms of any easement, restriction, reservation or limitation of record that affects the Common Area or that is contained in the deed or instrument conveying any portion of the Common Area to the Association, and, further subject to any rules and regulations adopted by the Association. An easement and right of such use is hereby created by this Declaration in favor all Owners, appurtenant to the title of any such Owner's Lot.

20.3 Taxes. The costs of all real and personal property taxes and assessments, if any, assessed against the Common Areas or any other property owned by the Association shall be a Common Expense and shall be paid for the by the Association.

20.4 Mortgage and Sale of Common Areas. The Association shall not encumber, sell or transfer any Common Area owned by the Association without the approval of a majority of the votes of all of the Owners. The Association may also dedicate any Common Area to any governmental authority with the approval of a majority of the Owners.

21. GENERAL PROVISIONS

21.1 Enforcement. The Association, or any Owner, has the right to enforce, by any proceeding at law or in equity, restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents or the Rules and Regulations. Failure by the Association or any Owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter.

21.2 Savings Clause; Severability. The invalidity in whole or in part of any covenant or restriction, or any Article, subsection, sentence, clause, phrase, word, or other provision of the

Governing Documents adopted as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

21.3 Annexation. Additional residential property and Common Area may be annexed to the Community only by amendment of this Declaration.

21.4 Notices. Except as provided specifically by law, notices to the Association required or desired hereunder or in the Bylaws may be sent by first class mail or hand delivery to the address as may be designated by from time to time, in writing to the Owners. Except as provided specifically by law, notices to any Owner may be sent by electronic transmission, first class mail or hand delivery to the physical and/or electronic address as may be designated by him from time to time, in writing to the Association. Owners who consent to receipt of Association meeting notices by electronic mail also shall be deemed to consent to receipt of any other form of notice by electronic mail.

21.5 Exhibits. There are hereby incorporated in this Declaration any materials contained in the exhibits annexed hereto and to the original Declaration which under the Act are required to be part of the Declaration.

21.6 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder and if not available, the signature of a Vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder and is not available, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

21.7 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in the County.

21.8 Waiver. No provisions contained in this Governing Documents or Rules and Regulations shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

21.9 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) and each Occupant by reason of his occupancy shall be deemed to have acknowledged and agreed that all the provisions of this Declaration the Articles, Bylaws and Rules and Regulations of the Association, are fair and reasonable in all material respects.

21.10 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

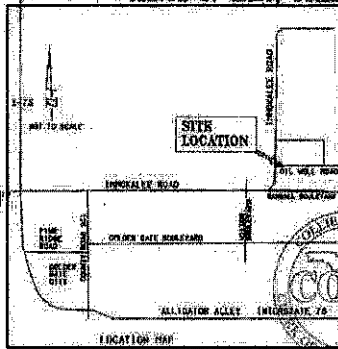
21.11 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

21.12 Master Declaration for Orange Tree. It is acknowledged that the Subject Property is subject to the master declaration for Orange Tree recorded in Official Records Book 1310 at Page 1536 of the Public Records of Collier County, Florida, and any amendments thereto (the "Master Declaration"). It is, further, acknowledged that the Master Declaration contains various provisions, involving, among other things, maintenance obligations and use restrictions, all of which various provisions must be complied with by the Association and by the owners. Furthermore, as a result of the Master Declaration, it is acknowledged that Owners will be members of Orange Tree Homeowner's Association's, Inc., (the "Community Association") and that Owners will be required to pay assessments to the Community Association. Such assessments by the Community Association may be collected directly by the Community Association or its agents from Owners or such assessments by the Community Association may be collected by the Association, in which event such assessments by the Community Association shall be deemed as Common Expenses.

ACTIVE: 10374156_1

WATERWAYS OF NAPLES UNIT ONE

BEING A PART OF SECTION 14, TOWNSHIP 48 SOUTH,
RANGE 27 EAST, COLLIER COUNTY, FLORIDA.



GENERAL NOTES

1. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
2. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
3. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
4. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
5. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
6. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
7. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
8. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
9. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.
10. THE PROPERTY IS TO BE USED AS A RESIDENTIAL TRACT.



ENGINEERING REVIEW SERVICES
THIS PLAN HAS BEEN REVIEWED BY THE ENGINEERING REVIEW SERVICES
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

COUNTY ATTORNEY
THIS PLAN HAS BEEN REVIEWED BY THE COUNTY ATTORNEY
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

COUNTY COMMISSION APPROVAL
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

SURVEYOR'S CERTIFICATE
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

FILING RECORD
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

TITLE CERTIFICATION
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

WARRANT RELEASE
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

DEDICATIONS

STATE OF FLORIDA
COUNTY OF COLLIER
I, [Name], being the owner of the above described property, do hereby dedicate to the public use of the State of Florida and the County of Collier the following:
1. A right-of-way for a road to be known as [Name].
2. A right-of-way for a road to be known as [Name].
3. A right-of-way for a road to be known as [Name].
4. A right-of-way for a road to be known as [Name].
5. A right-of-way for a road to be known as [Name].
6. A right-of-way for a road to be known as [Name].
7. A right-of-way for a road to be known as [Name].
8. A right-of-way for a road to be known as [Name].
9. A right-of-way for a road to be known as [Name].
10. A right-of-way for a road to be known as [Name].

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

ACKNOWLEDGEMENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

MORTGAGEE'S CONSENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

MORTGAGEE'S CONSENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

MORTGAGEE'S CONSENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

MORTGAGEE'S CONSENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

MORTGAGEE'S CONSENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

MORTGAGEE'S CONSENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

MORTGAGEE'S CONSENT
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

LEGAL DESCRIPTION
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

LEGAL DESCRIPTION
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

LEGAL DESCRIPTION
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

LEGAL DESCRIPTION
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

LEGAL DESCRIPTION
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

LEGAL DESCRIPTION
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

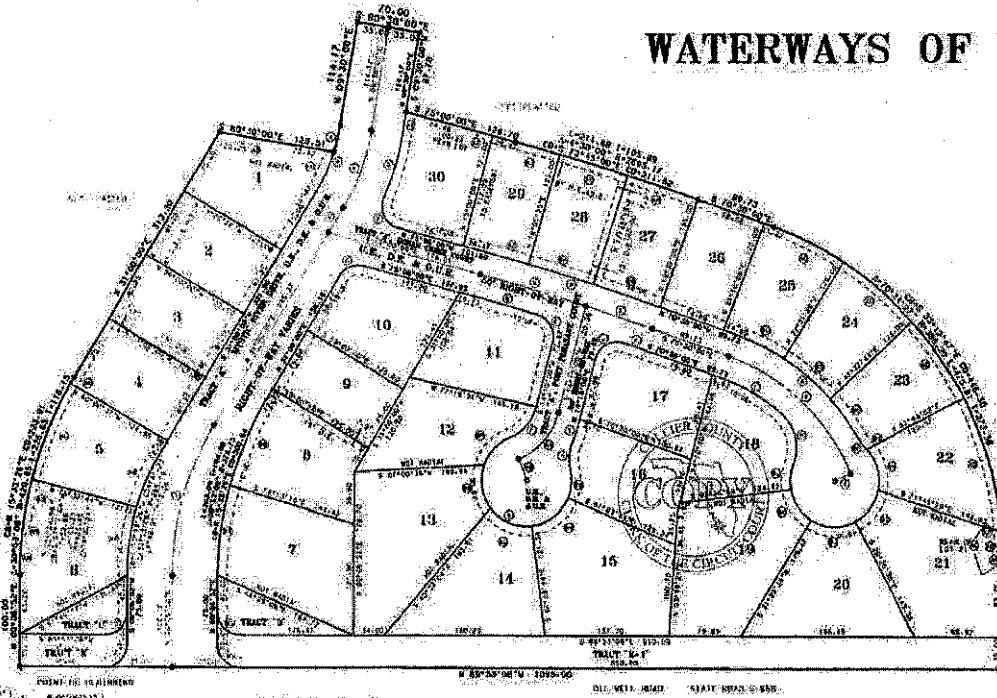
LEGAL DESCRIPTION
DATE: 10/15/2014
BY: [Signature]
TITLE: [Signature]

WATERWAYS OF NAPLES UNIT ONE

BEING A PART OF SECTION 14, TOWNSHIP 40 SOUTH,
RANGE 27 EAST, COLLIER COUNTY, FLORIDA.

DATA

NO.	SECTION	AREA	PERCENT	TOTAL	AREA	PERCENT
1	1	1.00	100.00	1.00	100.00	100.00
2	2	1.00	100.00	1.00	100.00	100.00
3	3	1.00	100.00	1.00	100.00	100.00
4	4	1.00	100.00	1.00	100.00	100.00
5	5	1.00	100.00	1.00	100.00	100.00
6	6	1.00	100.00	1.00	100.00	100.00
7	7	1.00	100.00	1.00	100.00	100.00
8	8	1.00	100.00	1.00	100.00	100.00
9	9	1.00	100.00	1.00	100.00	100.00
10	10	1.00	100.00	1.00	100.00	100.00
11	11	1.00	100.00	1.00	100.00	100.00
12	12	1.00	100.00	1.00	100.00	100.00
13	13	1.00	100.00	1.00	100.00	100.00
14	14	1.00	100.00	1.00	100.00	100.00
15	15	1.00	100.00	1.00	100.00	100.00
16	16	1.00	100.00	1.00	100.00	100.00
17	17	1.00	100.00	1.00	100.00	100.00
18	18	1.00	100.00	1.00	100.00	100.00
19	19	1.00	100.00	1.00	100.00	100.00
20	20	1.00	100.00	1.00	100.00	100.00
21	21	1.00	100.00	1.00	100.00	100.00
22	22	1.00	100.00	1.00	100.00	100.00
23	23	1.00	100.00	1.00	100.00	100.00
24	24	1.00	100.00	1.00	100.00	100.00
25	25	1.00	100.00	1.00	100.00	100.00
26	26	1.00	100.00	1.00	100.00	100.00
27	27	1.00	100.00	1.00	100.00	100.00
28	28	1.00	100.00	1.00	100.00	100.00
29	29	1.00	100.00	1.00	100.00	100.00
30	30	1.00	100.00	1.00	100.00	100.00



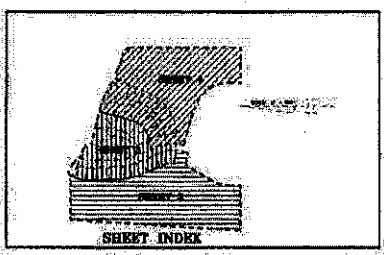
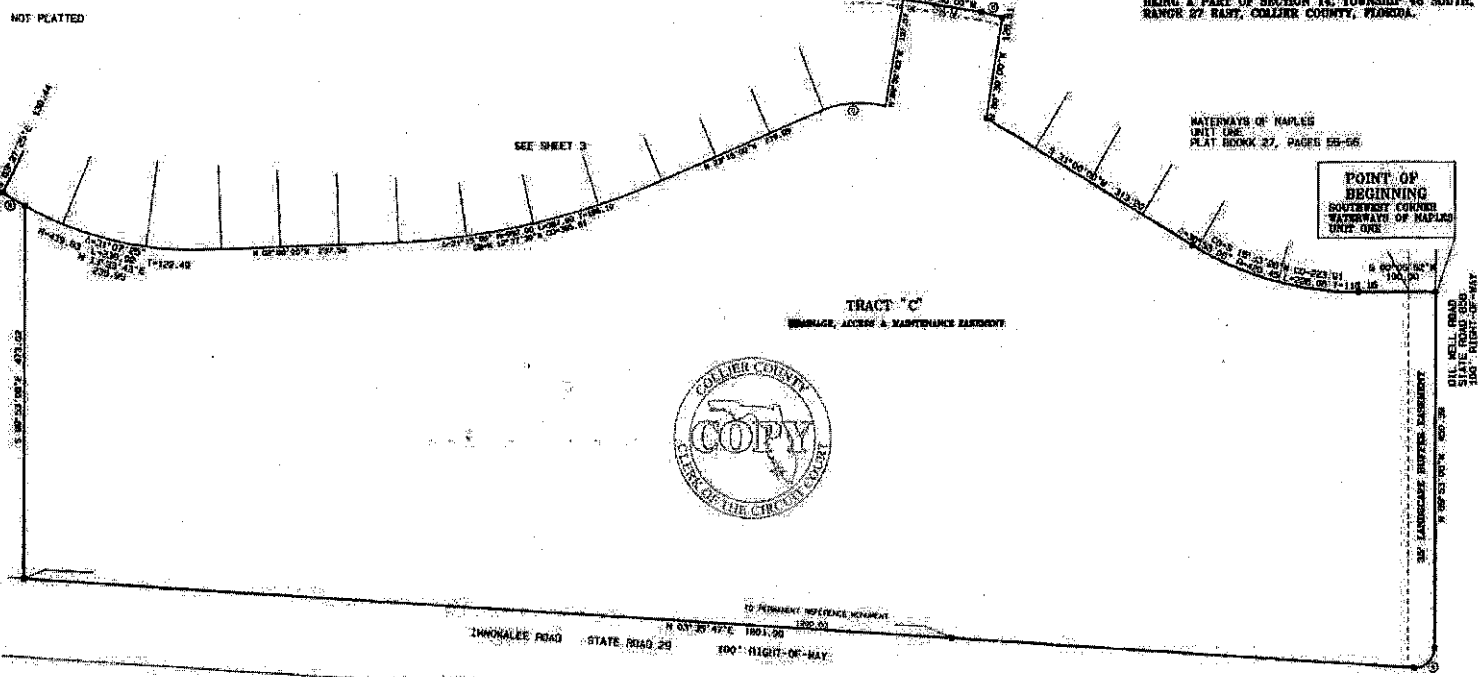
POINT TO BE SHOWN
BY THE SURVEYOR
ON THE PLAT
BEING A PART OF SECTION 14, TOWNSHIP 40 SOUTH,
RANGE 27 EAST, COLLIER COUNTY, FLORIDA.

SCALE: 1" = 100'

THIS INSTRUMENT WAS PREPARED BY
JAMES H. HARRIS, SURVEYOR
COLLIER COUNTY, FLORIDA
3300 BAYVIEW DRIVE, SUITE 100
MIAMI BEACH, FLORIDA 33134

WATERWAYS OF NAPLES, UNIT TWO

BEING A PART OF SECTION 14, TOWNSHIP 48 SOUTH,
RANGE 27 EAST, COLLEGE COUNTY, FLORIDA.



DATA					
NO.	DETAILED POINT	BEARING	LENGTH	ADJUSTED BEARING	ADJUSTED DIST.
1	100.00	S 89° 52' 00" W	100.00	S 89° 52' 00" W	100.00
2	100.00	S 89° 52' 00" W	100.00	S 89° 52' 00" W	100.00
3	100.00	S 89° 52' 00" W	100.00	S 89° 52' 00" W	100.00
4	100.00	S 89° 52' 00" W	100.00	S 89° 52' 00" W	100.00
5	100.00	S 89° 52' 00" W	100.00	S 89° 52' 00" W	100.00



THIS INSTRUMENT WAS PREPARED BY
JAMES H. JOHNSON, P.E., P.S., P.L.S.
SURVEYOR, ENGINEER & ARCHITECT, INC.
1000 W. PALM BEACH BLVD., SUITE 100
PALM BEACH, FLORIDA 33480
DATE: 08/11/2010

Pg 74

PB 29

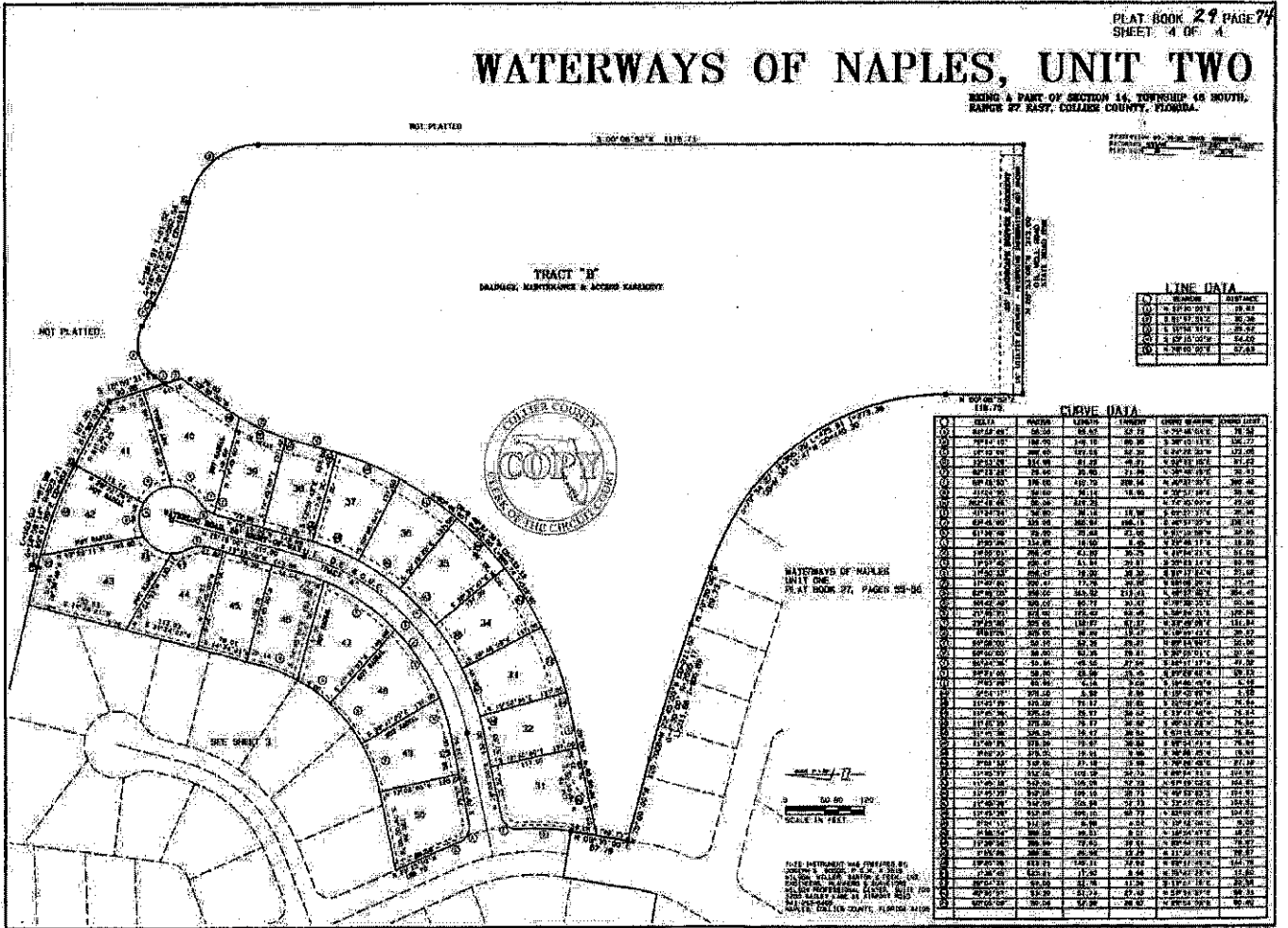
PROPERTY MAP

OWNER NAME

PLAT BOOK 29, PAGE 74
SHEET 4 OF 4

WATERWAYS OF NAPLES, UNIT TWO

BEING A PART OF SECTION 14, TOWNSHIP 48 SOUTH,
RANGE 27 EAST, COLLIER COUNTY, FLORIDA.



LINE DATA

LINE NO.	START POINT	END POINT	LENGTH
1	100.00	100.00	100.00
2	100.00	100.00	100.00
3	100.00	100.00	100.00
4	100.00	100.00	100.00
5	100.00	100.00	100.00

CURVE DATA

LINE NO.	START POINT	END POINT	LENGTH	ANGLE	CURVE DATA	CHORD LENGTH
1	100.00	100.00	100.00	90.00	S 90° 00' 00" E	100.00
2	100.00	100.00	100.00	90.00	S 90° 00' 00" E	100.00
3	100.00	100.00	100.00	90.00	S 90° 00' 00" E	100.00
4	100.00	100.00	100.00	90.00	S 90° 00' 00" E	100.00
5	100.00	100.00	100.00	90.00	S 90° 00' 00" E	100.00

WATERWAYS OF NAPLES, UNIT THREE

PLAT BOOK 31 PAGE 39
SHEET 1 OF 4

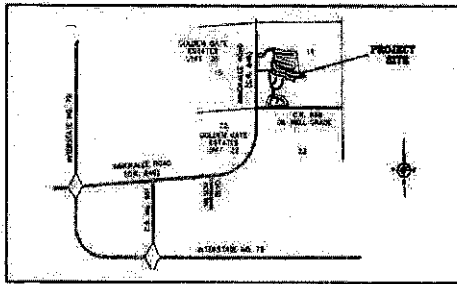
A PORTION OF SECTION 14, TOWNSHIP 48 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA,
AND A REPEAT OF A PORTION OF TRACT "B", WATERWAYS OF NAPLES, UNIT TWO, AS RECORDED
IN PLAT BOOK 29, PAGES 71-74, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

DEDICATION

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

1. ALL RIGHTS AND INTERESTS IN THE PROPERTY HEREIN DESCRIBED ARE HEREBY DEDICATED TO THE PUBLIC USE OF THE STATE OF FLORIDA AND THE COUNTY OF COLLIER, AND THE SAME ARE TO BE KEPT OPEN AND UNOCCUPIED BY THE PUBLIC AT ALL TIMES.
2. TO ALLOW FREE AND UNOCCUPIED TRAVEL THROUGHOUT THE PROPERTY HEREIN DESCRIBED AT ALL TIMES.
3. TO ALLOW FREE AND UNOCCUPIED TRAVEL THROUGHOUT THE PROPERTY HEREIN DESCRIBED AT ALL TIMES.
4. TO ALLOW FREE AND UNOCCUPIED TRAVEL THROUGHOUT THE PROPERTY HEREIN DESCRIBED AT ALL TIMES.
5. TO ALLOW FREE AND UNOCCUPIED TRAVEL THROUGHOUT THE PROPERTY HEREIN DESCRIBED AT ALL TIMES.
6. TO ALLOW FREE AND UNOCCUPIED TRAVEL THROUGHOUT THE PROPERTY HEREIN DESCRIBED AT ALL TIMES.
7. TO ALLOW FREE AND UNOCCUPIED TRAVEL THROUGHOUT THE PROPERTY HEREIN DESCRIBED AT ALL TIMES.
8. TO ALLOW FREE AND UNOCCUPIED TRAVEL THROUGHOUT THE PROPERTY HEREIN DESCRIBED AT ALL TIMES.
9. TO ALLOW FREE AND UNOCCUPIED TRAVEL THROUGHOUT THE PROPERTY HEREIN DESCRIBED AT ALL TIMES.



LOCATION MAP

MORTGAGEE'S CONSENT

STATE OF FLORIDA
COUNTY OF COLLIER

I, _____, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the public records of this county, and that the same has been duly recorded in the public records of this county.

WITNESSE MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

CLERK OF COLLIER COUNTY

ACKNOWLEDGEMENT AS TO MORTGAGEE

STATE OF FLORIDA
COUNTY OF COLLIER

I, _____, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the public records of this county, and that the same has been duly recorded in the public records of this county.

WITNESSE MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

CLERK OF COLLIER COUNTY

MORTGAGEE'S CONSENT

STATE OF FLORIDA
COUNTY OF COLLIER

I, _____, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the public records of this county, and that the same has been duly recorded in the public records of this county.

WITNESSE MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

CLERK OF COLLIER COUNTY

ACKNOWLEDGEMENT AS TO MORTGAGEE

STATE OF FLORIDA
COUNTY OF COLLIER

I, _____, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the public records of this county, and that the same has been duly recorded in the public records of this county.

WITNESSE MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

CLERK OF COLLIER COUNTY

MORTGAGEE'S CONSENT

STATE OF FLORIDA
COUNTY OF COLLIER

I, _____, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the public records of this county, and that the same has been duly recorded in the public records of this county.

WITNESSE MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

CLERK OF COLLIER COUNTY

ACKNOWLEDGEMENT AS TO MORTGAGEE

STATE OF FLORIDA
COUNTY OF COLLIER

I, _____, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the public records of this county, and that the same has been duly recorded in the public records of this county.

WITNESSE MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

CLERK OF COLLIER COUNTY

COUNTY APPROVALS

COUNTY CLERK
COUNTY ENGINEER
COUNTY COMMISSIONER

COUNTY COMMISSION APPROVAL

COUNTY COMMISSIONER

FILING RECORD

FILED IN BOOK 31 PAGE 39

SURVEYOR'S CERTIFICATE

I, _____, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in the public records of this county, and that the same has been duly recorded in the public records of this county.

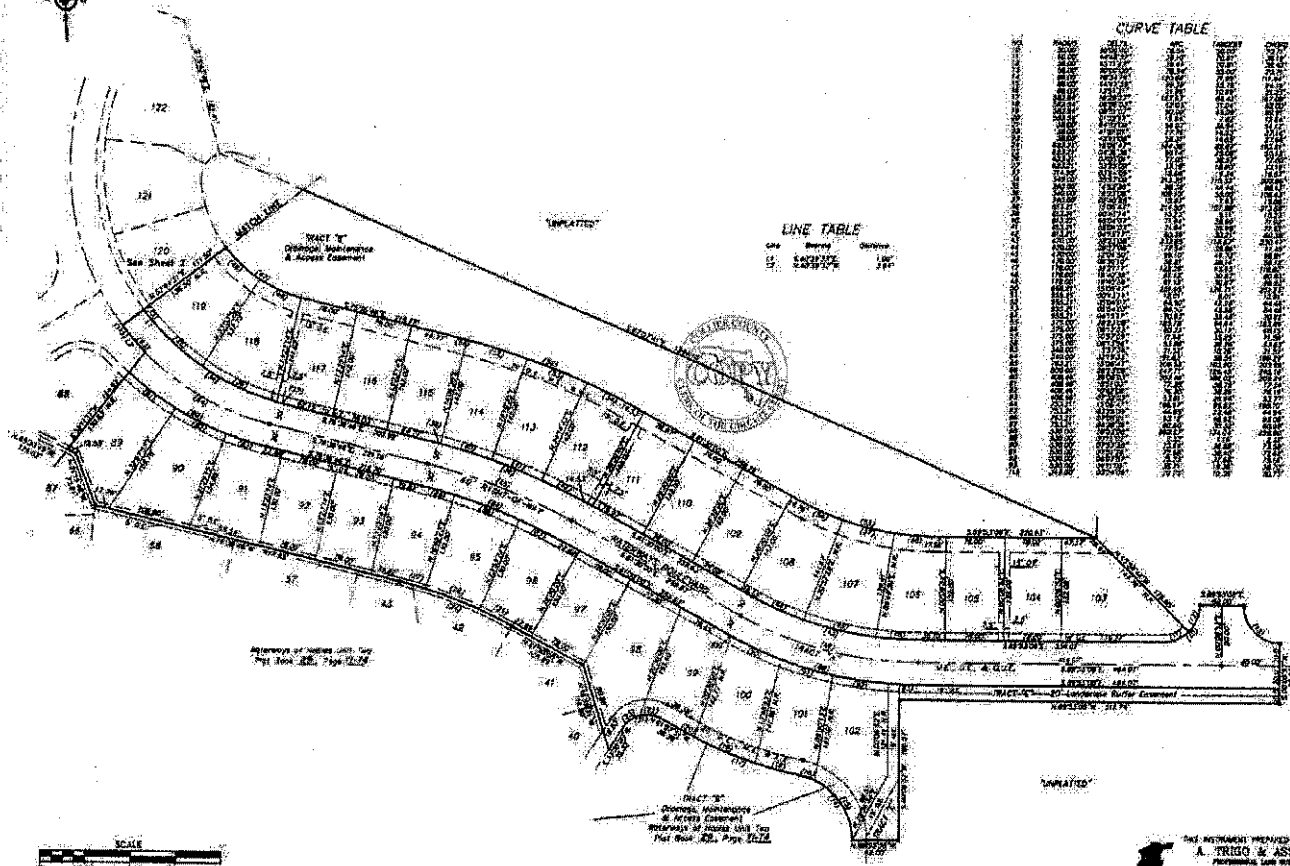
NOTICE

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT HEREBY REFERRED TO.

TRIDON & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS
1000 W. 10TH AVENUE, SUITE 100
NAPLES, FLORIDA 34102

WATERWAYS OF NAPLES, UNIT THREE

A PORTION OF SECTION 14, TOWNSHIP 48 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA,
AND A REPEAT OF A PORTION OF TRACT "B", WATERWAYS OF NAPLES, UNIT TWO, AS RECORDED
IN PLAT BOOK 29, PAGE 71-74, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



LINE TABLE

Line No.	Length	Curve
1	120.00	0.00
2	120.00	0.00
3	120.00	0.00
4	120.00	0.00
5	120.00	0.00
6	120.00	0.00
7	120.00	0.00
8	120.00	0.00
9	120.00	0.00
10	120.00	0.00
11	120.00	0.00
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14	120.00	0.00
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118	120.00	0.00
119	120.00	0.00
120	120.00	0.00
121	120.00	0.00
122	120.00	0.00

CURVE TABLE

Curve No.	Station	Length	Curve
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2	120.00	120.00	0.00
3	120.00	120.00	0.00
4	120.00	120.00	0.00
5	120.00	120.00	0.00
6	120.00	120.00	0.00
7	120.00	120.00	0.00
8	120.00	120.00	0.00
9	120.00	120.00	0.00
10	120.00	120.00	0.00
11	120.00	120.00	0.00
12	120.00	120.00	0.00
13	120.00	120.00	0.00
14	120.00	120.00	0.00
15	120.00	120.00	0.00
16	120.00	120.00	0.00
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19	120.00	120.00	0.00
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31	120.00	120.00	0.00
32	120.00	120.00	0.00
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37	120.00	120.00	0.00
38	120.00	120.00	0.00
39	120.00	120.00	0.00
40	120.00	120.00	0.00
41	120.00	120.00	0.00
42	120.00	120.00	0.00
43	120.00	120.00	0.00
44	120.00	120.00	0.00
45	120.00	120.00	0.00
46	120.00	120.00	0.00
47	120.00	120.00	0.00
48	120.00	120.00	0.00
49	120.00	120.00	0.00
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51	120.00	120.00	0.00
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94	120.00	120.00	0.00
95	120.00	120.00	0.00
96	120.00	120.00	0.00
97	120.00	120.00	0.00
98	120.00	120.00	0.00
99	120.00	120.00	0.00
100	120.00	120.00	0.00
101	120.00	120.00	0.00
102	120.00	120.00	0.00
103	120.00	120.00	0.00
104	120.00	120.00	0.00
105	120.00	120.00	0.00
106	120.00	120.00	0.00
107	120.00	120.00	0.00
108	120.00	120.00	0.00
109	120.00	120.00	0.00
110	120.00	120.00	0.00
111	120.00	120.00	0.00
112	120.00	120.00	0.00
113	120.00	120.00	0.00
114	120.00	120.00	0.00
115	120.00	120.00	0.00
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121	120.00	120.00	0.00
122	120.00	120.00	0.00

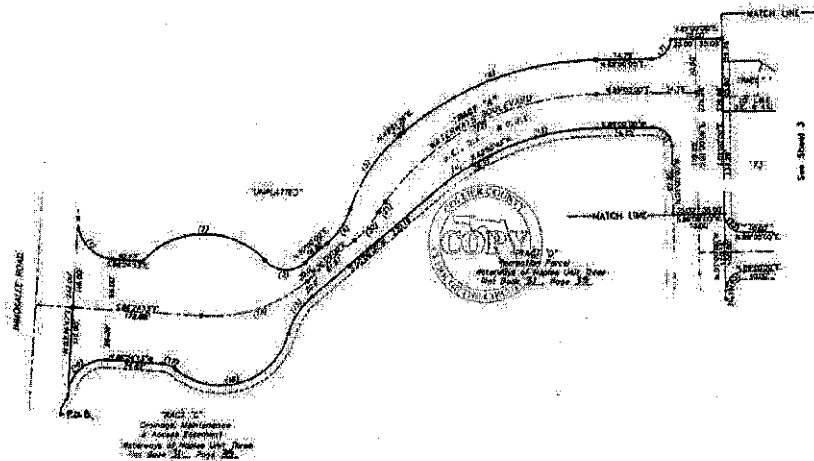


THIS INSTRUMENT PREPARED BY: F. A. TRIGO P.L.C. ENGINEER
A. TRIGO & ASSOCIATES, INC.
REGISTERED LAND SURVEYORS & ENGINEERS
2500 W. STATE ROAD 10
NAPLES, FLORIDA 34104

WATERWAYS OF NAPLES, UNIT FOUR

A PORTION OF SECTION 14, TOWNSHIP 48 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA.

PLAT BOOK 31 PAGE 90
SHEET 2 OF 4



NOTE: 1. Original Maintenance of Access Easement Waterways of Naples Unit Four, Plat Book 31, Page 90.

CURVE TABLE

Station	Curve Data	Station	Curve Data
1+00	100' R	1+50	100' R
1+50	100' R	2+00	100' R
2+00	100' R	2+50	100' R
2+50	100' R	3+00	100' R
3+00	100' R	3+50	100' R
3+50	100' R	4+00	100' R
4+00	100' R	4+50	100' R
4+50	100' R	5+00	100' R
5+00	100' R	5+50	100' R
5+50	100' R	6+00	100' R
6+00	100' R	6+50	100' R
6+50	100' R	7+00	100' R
7+00	100' R	7+50	100' R
7+50	100' R	8+00	100' R
8+00	100' R	8+50	100' R
8+50	100' R	9+00	100' R
9+00	100' R	9+50	100' R
9+50	100' R	10+00	100' R



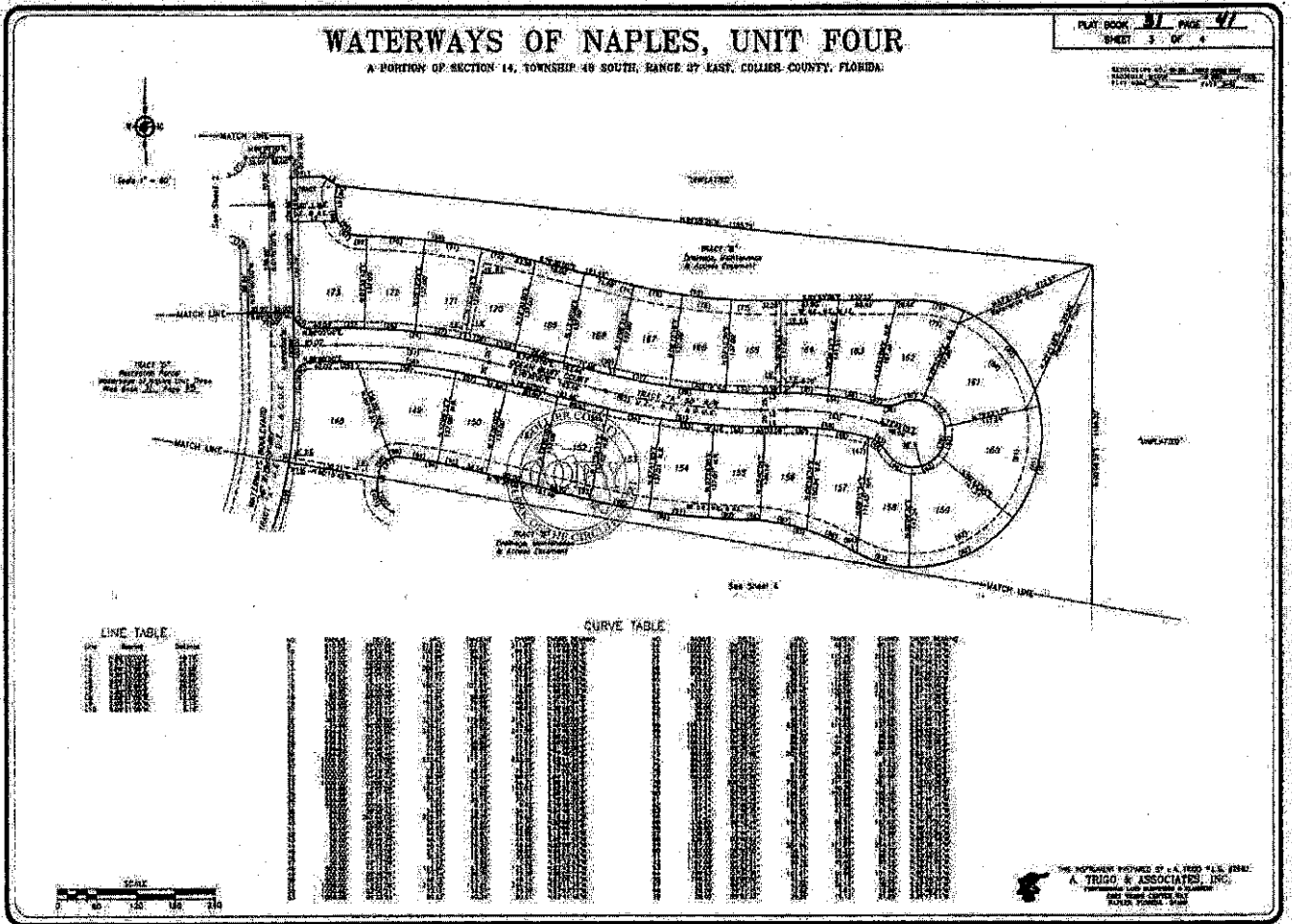
THIS INSTRUMENT PREPARED BY: A. TRICO & ASSOCIATES, INC.
A. TRICO & ASSOCIATES, INC.
REGISTERED LAND SURVEYORS & ENGINEERS
5000 STATE STREET, N.W.
DADE COUNTY, FLORIDA

PG 41

PG 31

PG 21

PG 11

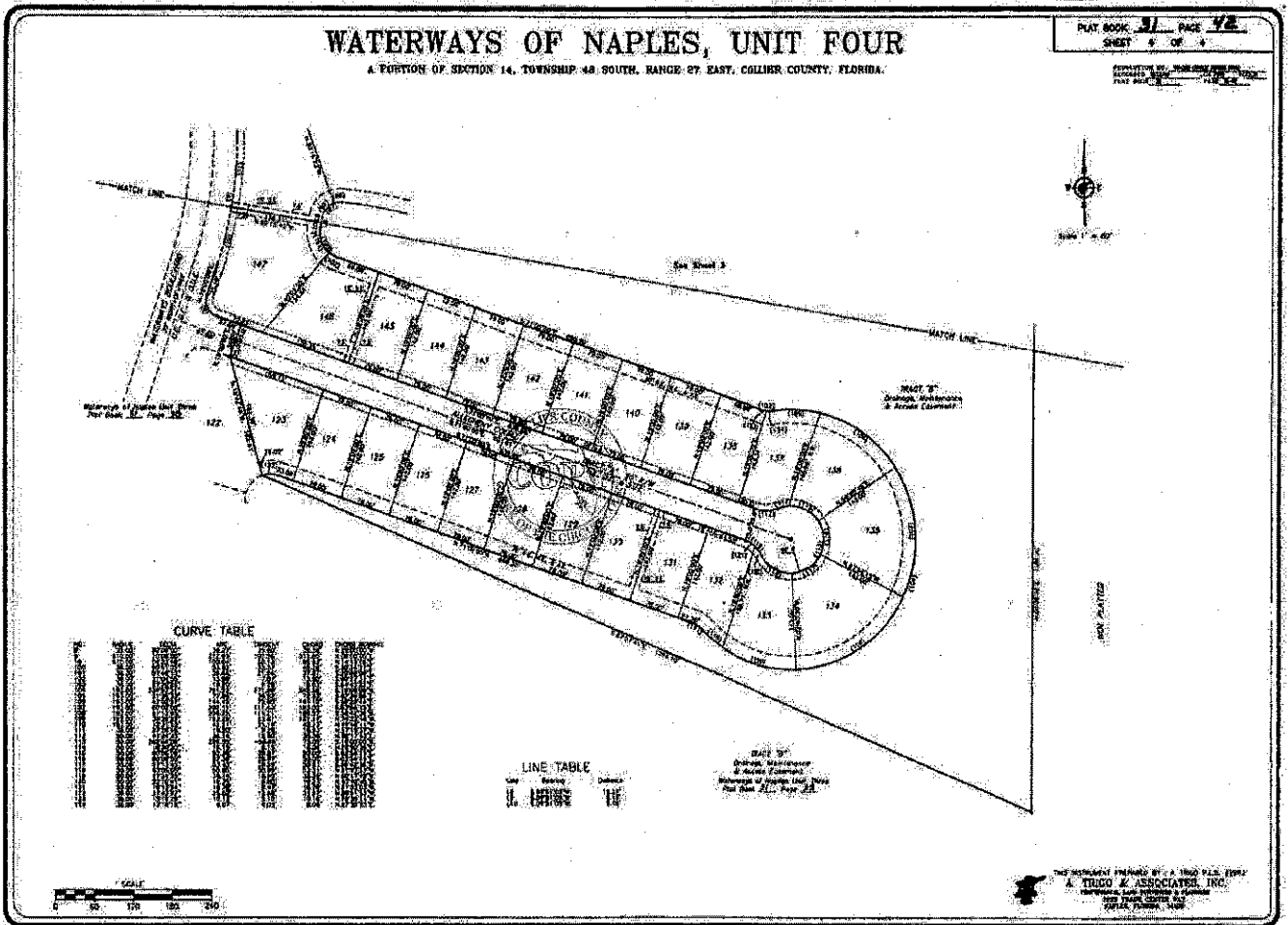


PG 42

PB 31

PLAT BOOK

PLAT BOOK



WATERWAYS OF NAPLES, UNIT SIX

A SUBDIVISION LYING IN
SECTION 14, TOWNSHIP 48 SOUTH, RANGE 27 EAST,
COLLIER COUNTY, FLORIDA

PLAT BOOK **33** PAGE **92**
SHEET 2 OF 5



THIS INSTRUMENT PREPARED BY:
ROBERT C. CARTER, P.E., 154 8102
REGISTERED LAND SURVEYOR
3000 NORTH HIGHLAND DRIVE, SUITE 270
NAPLES, COLLIER COUNTY, FLORIDA 34104
PHONE (813) 446-1503
FAX (813) 446-7026

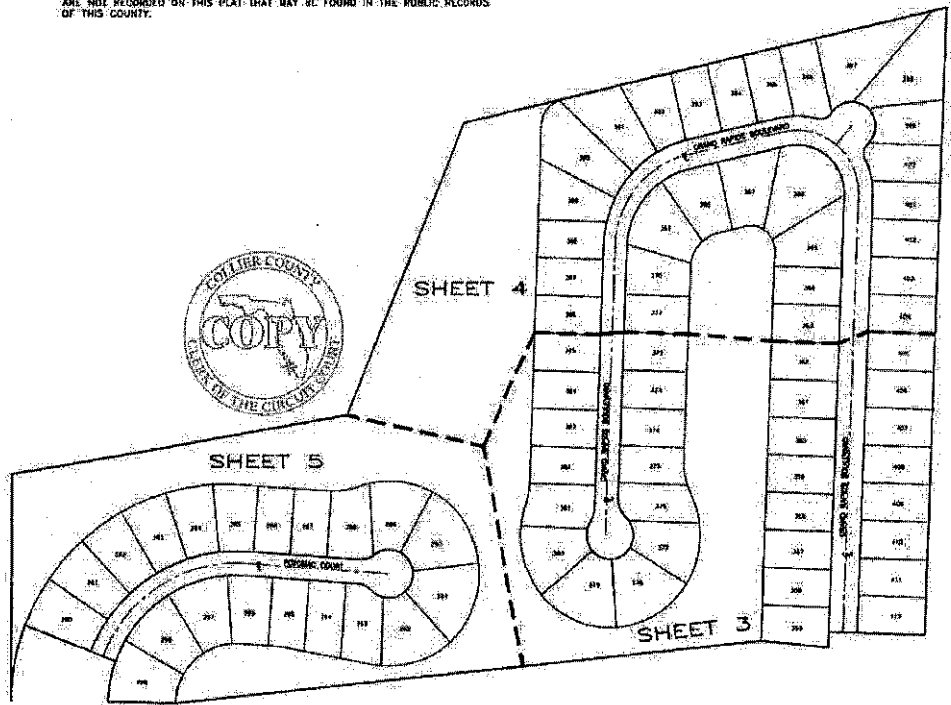
NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION OF LANDS PLATTED:

A PART OF PORTAL OF LAND STATED IN THE STATE OF FLORIDA COUNTY OF COLLIER, LIES IN TOWNSHIP 48 SOUTH, RANGE 27 EAST, BEING THE LANDS OF THE FOLLOWING OWNERS AND BEING AS FOLLOWS:

RECORDS OF THE HIGHEST COURSE OF TRUST OF WATERWAYS OF NAPLES, UNIT SIX IS RECORDED IN PLAT BOOK 33, PAGE 92 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. THE PLAT IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NAPLES, BEING 1,784,115 SQUARE FEET OR 40,520 ACRES, MORE OR LESS, BEING ANY PART OF THE WATERWAY OF NAPLES, UNIT SIX, BEING THE LANDS OF THE FOLLOWING OWNERS AND BEING AS FOLLOWS:



INDEX TO SHEETS

GENERAL NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMAL THEREOF.
2. ALL CURVES ARE CIRCULAR CURVES AND ARE TANGENTIAL UNLESS NOTED OTHERWISE IN CONNECTION TO THIS PLAT.
3. BOUNDARIES ARE SHOWN ON THE ADJACENT LINE OF LAND TO THE EXTENT OF THE MAPS, MAPS 2 AND 3 ARE RECORDED IN PLAT BOOK 31, PAGES 84 AND 85, COLLIER COUNTY, FLORIDA, BEING THE MAPS OF THE FOLLOWING OWNERS:
4. 2' BOUNDARY FROM CONCRETE-REINFORCED CONCRETE WALLS TO THE CENTERLINE OF THE WALLS.
5. BOUNDARIES:
6. BOUNDARIES FROM THE CENTERLINE OF THE WALLS TO THE CENTERLINE OF THE WALLS.
7. BOUNDARIES FROM THE CENTERLINE OF THE WALLS TO THE CENTERLINE OF THE WALLS.
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100. BOUNDARIES FROM THE CENTERLINE OF THE WALLS TO THE CENTERLINE OF THE WALLS.

WATERWAYS OF NAPLES, UNIT SIX

A SUBDIVISION LYING IN
SECTION 14, TOWNSHIP 48 SOUTH, RANGE 27 EAST,
COLLIER COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:
RODNEY G. CARTER, P.S.M., L&P 2700
REDEVELOPED LAND SURVEYING,
1008 NORTH WOODBRIDGE DRIVE, SUITE 270
NAPLES, COLLIER COUNTY, FLORIDA 34104
PHONE (813) 542-1500
FAX (813) 542-7514

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION
OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES
BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE
PLAT, WHETHER GRAPHIC OR DIGITAL, THERE MAY BE ADDITIONAL RESTRICTIONS THAT
ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS
OF THIS COUNTY.

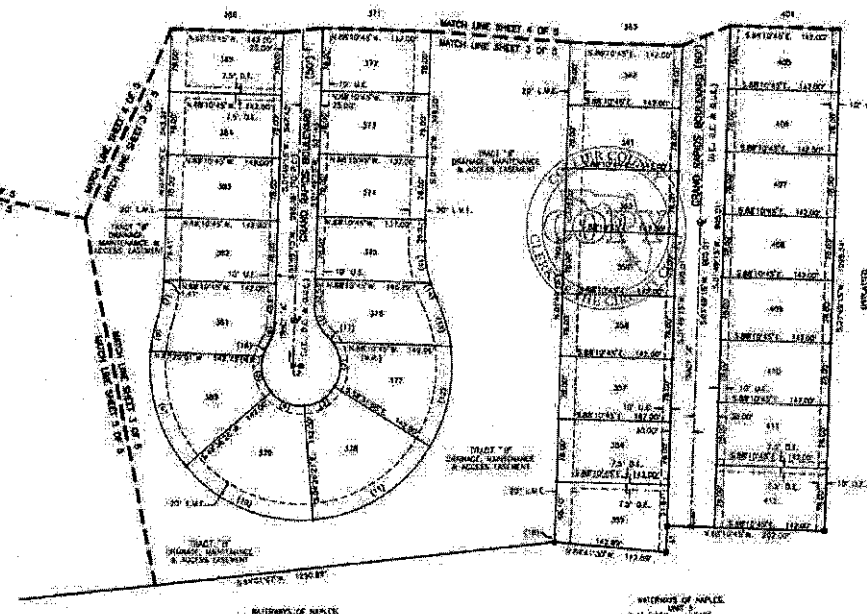


LINE TABLE

Line	Starting	Ending
1	142.00	142.00
2	142.00	142.00

CURVE TABLE

Station	Chord	Angle	Radius	Chord	Angle	Radius
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00
142.00	142.00	142.00	142.00	142.00	142.00	142.00



GENERAL NOTES:

1. ALL DIMENSIONS SHOWN IN FEET AND INCHES UNLESS NOTED OTHERWISE BY DIMENSIONS IN METERS OR MILLIMETERS.
2. ALL CURVES AND CIRCULAR CURVES AND ARE TABULAR, UNLESS NOTED OTHERWISE BY DIMENSIONS OF LAND PLOTS.
3. BEARINGS ARE GIVEN IN THE HORIZONTAL LINE OF "SOUTH" BEARING OF THE MERIDIAN AND A BEARING IN THE HORIZONTAL LINE OF "WEST" BEARING OF THE MERIDIAN.
4. BEARINGS ARE GIVEN IN THE HORIZONTAL LINE OF "SOUTH" BEARING OF THE MERIDIAN AND A BEARING IN THE HORIZONTAL LINE OF "WEST" BEARING OF THE MERIDIAN.
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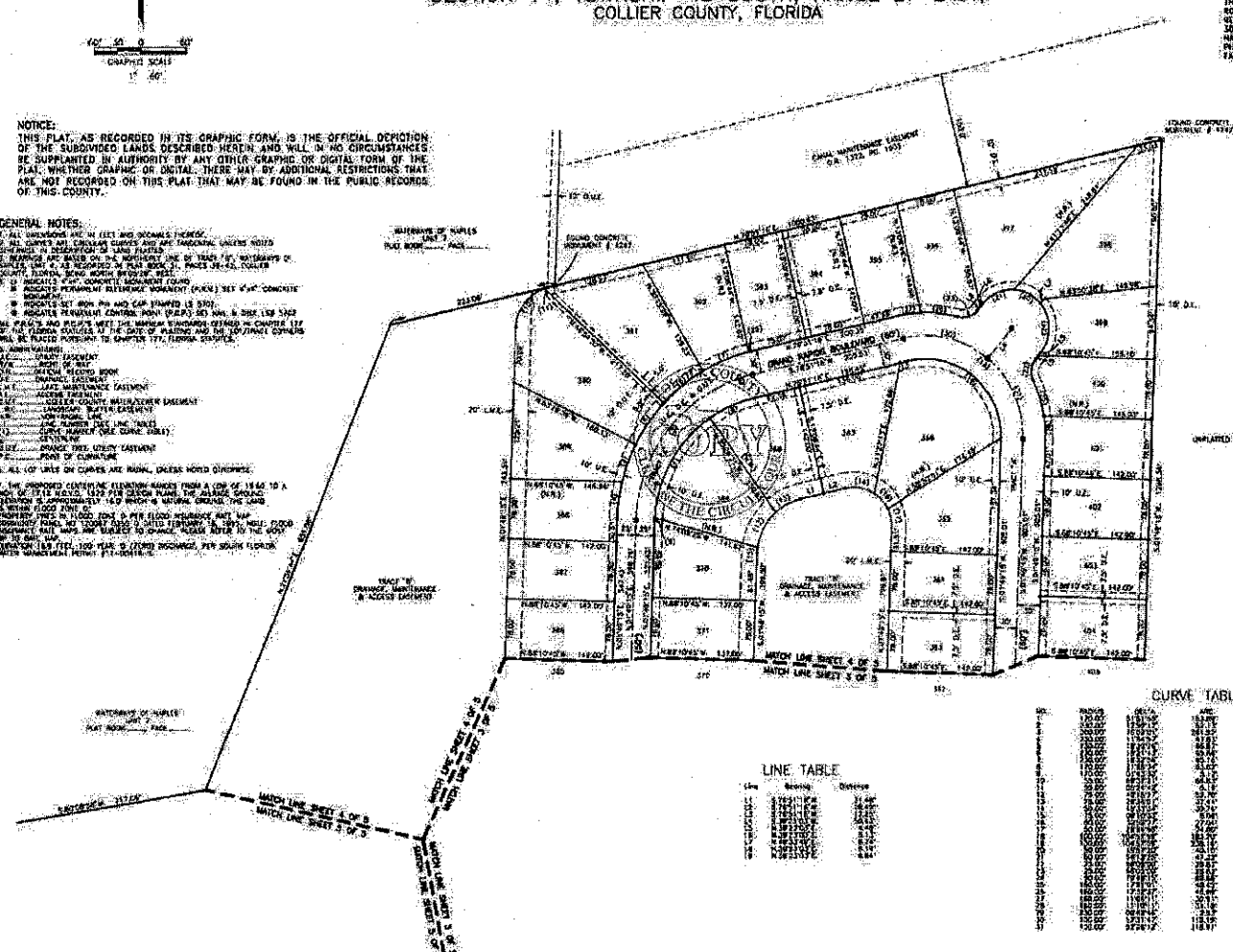
WATERWAYS OF NAPLES, UNIT SIX
 A SUBDIVISION LYING IN
 SECTION 14, TOWNSHIP 48 SOUTH, RANGE 27 EAST,
 COLLIER COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:
 ROGER G. CARTER, P.S.M. L#8 9702
 REGISTERED LAND SURVEYOR
 2850 NORTH HORSESHOE DRIVE, SUITE 230
 NAPLES, COLLIER COUNTY, FLORIDA 34104
 PHONE (813) 949-1509
 FAX (813) 949-7028



NOTICE:
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMAL THEREOF.
 2. ALL CURVES ARE CIRCULAR UNLESS OTHERWISE INDICATED.
 3. BEARING AND DISTANCE OF ALL ADJACENT LOTS ARE GIVEN.
 4. BEARINGS ARE BASED ON THE NORTHERLY LINE OF TOWNSHIP 48 SOUTH OF RANGE 27 EAST, COLLIER COUNTY, FLORIDA, BEING NORTH 90° 00' 00" WEST.
 5. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL CORNERS ARE TO BE SET WITH 4" CONCRETE EMBEDMENT WITH 1" DIAMETER IRON ROD AND CAP MARKED AS SHOWN.
 7. THE DISTANCE BETWEEN ANY TWO POINTS ON THE SAME LINE SHALL BE AS SHOWN.
 8. ALL LOTS AND RIGHTS ARE TO BE CONVEYED BY DEED TO THE ORDER OF THE STATE OF FLORIDA.
 9. ALL EASEMENTS ARE TO BE SHOWN AND TO BE CONVEYED BY DEED TO THE ORDER OF THE STATE OF FLORIDA.
 10. ALL EASEMENTS ARE TO BE SHOWN AND TO BE CONVEYED BY DEED TO THE ORDER OF THE STATE OF FLORIDA.
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 20. ALL EASEMENTS ARE TO BE SHOWN AND TO BE CONVEYED BY DEED TO THE ORDER OF THE STATE OF FLORIDA.



LINE TABLE

Line	Bearing	Distance
1	N 00° 00' 00" W	100.00
2	S 00° 00' 00" E	100.00
3	N 00° 00' 00" W	100.00
4	S 00° 00' 00" E	100.00
5	N 00° 00' 00" W	100.00
6	S 00° 00' 00" E	100.00
7	N 00° 00' 00" W	100.00
8	S 00° 00' 00" E	100.00
9	N 00° 00' 00" W	100.00
10	S 00° 00' 00" E	100.00
11	N 00° 00' 00" W	100.00
12	S 00° 00' 00" E	100.00
13	N 00° 00' 00" W	100.00
14	S 00° 00' 00" E	100.00
15	N 00° 00' 00" W	100.00
16	S 00° 00' 00" E	100.00
17	N 00° 00' 00" W	100.00
18	S 00° 00' 00" E	100.00
19	N 00° 00' 00" W	100.00
20	S 00° 00' 00" E	100.00

CURVE TABLE

Station	Distance to P.C.	Distance to P.T.	Distance to M.P.	Station	Distance to P.C.	Distance to P.T.	Distance to M.P.
0+00	0.00	100.00	50.00	2+00	200.00	300.00	250.00
1+00	100.00	200.00	150.00	3+00	300.00	400.00	350.00
2+00	200.00	300.00	250.00	4+00	400.00	500.00	450.00
3+00	300.00	400.00	350.00	5+00	500.00	600.00	550.00
4+00	400.00	500.00	450.00	6+00	600.00	700.00	650.00
5+00	500.00	600.00	550.00	7+00	700.00	800.00	750.00
6+00	600.00	700.00	650.00	8+00	800.00	900.00	850.00
7+00	700.00	800.00	750.00	9+00	900.00	1000.00	950.00
8+00	800.00	900.00	850.00	10+00	1000.00	1100.00	1050.00
9+00	900.00	1000.00	950.00				

WATERWAYS OF NAPLES, UNIT SEVEN

A SUBDIVISION LYING IN SECTION 14, TOWNSHIP 48 SOUTH,
RANGE 27 EAST, COLLIER COUNTY, FLORIDA.

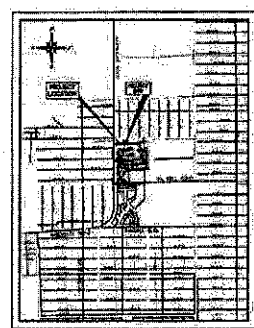
DEDICATION:
THIS DEED OF DEDICATION IS MADE BY THE DEVELOPER OF THE PROPERTY HEREIN DESCRIBED TO THE PUBLIC OF THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE PUBLIC OF THE STATE OF FLORIDA.

THE DEVELOPER OF THE PROPERTY HEREIN DESCRIBED IS HEREBY DEDICATING TO THE PUBLIC OF THE STATE OF FLORIDA ALL RIGHTS AND INTERESTS IN THE PROPERTY HEREIN DESCRIBED FOR THE USE AND BENEFIT OF THE PUBLIC OF THE STATE OF FLORIDA.

THE DEVELOPER OF THE PROPERTY HEREIN DESCRIBED IS HEREBY DEDICATING TO THE PUBLIC OF THE STATE OF FLORIDA ALL RIGHTS AND INTERESTS IN THE PROPERTY HEREIN DESCRIBED FOR THE USE AND BENEFIT OF THE PUBLIC OF THE STATE OF FLORIDA.

MORTGAGEE'S CONSENT:
I, the undersigned, being duly sworn, do hereby consent to the recording of the foregoing instrument and the creation of the mortgage therein provided in the public records of this county and state and do hereby agree to indemnify and hold harmless the mortgagee from and against all claims, damages, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the mortgagee in connection with the recording of the foregoing instrument and the creation of the mortgage therein.

[Signature]
MORTGAGEE



PROJECT LOCATION

ACKNOWLEDGMENT AS TO MORTGAGE:
I, the undersigned, being duly sworn, do hereby acknowledge the execution of the foregoing instrument and the creation of the mortgage therein and do hereby agree to indemnify and hold harmless the mortgagee from and against all claims, damages, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the mortgagee in connection with the recording of the foregoing instrument and the creation of the mortgage therein.

[Signature]
MORTGAGEE

MORTGAGEE'S CONSENT:
I, the undersigned, being duly sworn, do hereby consent to the recording of the foregoing instrument and the creation of the mortgage therein provided in the public records of this county and state and do hereby agree to indemnify and hold harmless the mortgagee from and against all claims, damages, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the mortgagee in connection with the recording of the foregoing instrument and the creation of the mortgage therein.

[Signature]
MORTGAGEE

ACKNOWLEDGMENT AS TO MORTGAGE:
I, the undersigned, being duly sworn, do hereby acknowledge the execution of the foregoing instrument and the creation of the mortgage therein and do hereby agree to indemnify and hold harmless the mortgagee from and against all claims, damages, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the mortgagee in connection with the recording of the foregoing instrument and the creation of the mortgage therein.

[Signature]
MORTGAGEE

ACKNOWLEDGMENT:
I, the undersigned, being duly sworn, do hereby acknowledge the execution of the foregoing instrument and the creation of the mortgage therein and do hereby agree to indemnify and hold harmless the mortgagee from and against all claims, damages, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the mortgagee in connection with the recording of the foregoing instrument and the creation of the mortgage therein.

[Signature]
MORTGAGEE

THE ATTACHED RECORD IS
INDEXED UNDER THE
DATE OF RECORDING, BOOK AND
PAGE, FILED IN THE
PUBLIC RECORDS
OFFICE OF COLLIER COUNTY,
FLORIDA.

COUNTY APPROVALS:
ENGINEERING REVIEW BOARD
DATE OF REVIEW: 12/15/11
BY: *[Signature]*

COUNTY SURVEYOR:
DATE OF SURVEY: 12/15/11
BY: *[Signature]*

COUNTY ATTORNEY:
DATE OF REVIEW: 12/15/11
BY: *[Signature]*

COUNTY COMMISSION APPROVAL:
DATE OF REVIEW: 12/15/11
BY: *[Signature]*

SURVEYOR'S CERTIFICATE:
DATE OF SURVEY: 12/15/11
BY: *[Signature]*

FILED RECORD:
DATE OF RECORDING: 12/15/11
BOOK AND PAGE: 36-12

TITLE CERTIFICATION:
DATE OF CERTIFICATION: 12/15/11
BY: *[Signature]*

NOTICE:
THIS INSTRUMENT IS A PUBLIC INSTRUMENT AND IS SUBJECT TO THE PUBLIC RECORDS ACT OF THE STATE OF FLORIDA.

LEGAL DESCRIPTION:
SEE SHEET 2 OF 6 FOR LEGAL DESCRIPTION

PLAT BOOK 36 PAGE 12

PLAT BOOK 36 PAGE 12

PLAT BOOK 36 PAGE 12

PLAT BOOK 36 PAGE 12

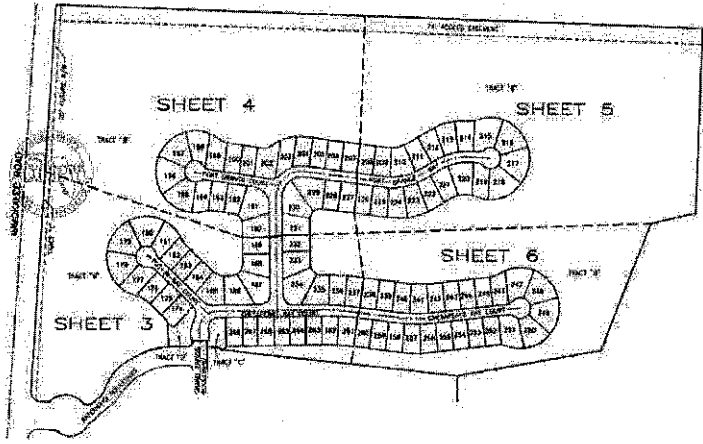
WATERWAYS OF NAPLES, UNIT SEVEN
 A SUBDIVISION LYING IN
 SECTION 14, TOWNSHIP 48 SOUTH, RANGE 27 EAST,
 COLLIER COUNTY, FLORIDA

PLAT BOOK PAGE 19
 SHEET 2 OF 6

THE INSTRUMENT PREPARED BY:
 BOB E. DARTER, P.E., L.S. 2796,
 P.O. BOX 108, NAPLES, FLORIDA 34108
 LAND SURVEYOR AND SURVEYOR
 1200 NORTH WINDING DRIVE, SUITE 370
 NAPLES, FLORIDA 34108
 FLORIDA CERTIFICATE OF ALCORIZATION #8153

DESCRIPTION OF LANDS PLATTED:
 A TRACT OF LAND BEING A SUBDIVISION OF LAND BEING...
 (Detailed description of the land parcels, including bearings, distances, and area calculations.)

GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMAL FRACTIONS.
 2. THE SURVEY IS BASED UPON THE...
 3. THE PLAT IS SUBJECT TO ALL...
 4. THE PLAT IS SUBJECT TO ALL...
 5. THE PLAT IS SUBJECT TO ALL...
 6. THE PLAT IS SUBJECT TO ALL...
 7. THE PLAT IS SUBJECT TO ALL...
 8. THE PLAT IS SUBJECT TO ALL...
 9. THE PLAT IS SUBJECT TO ALL...
 10. THE PLAT IS SUBJECT TO ALL...



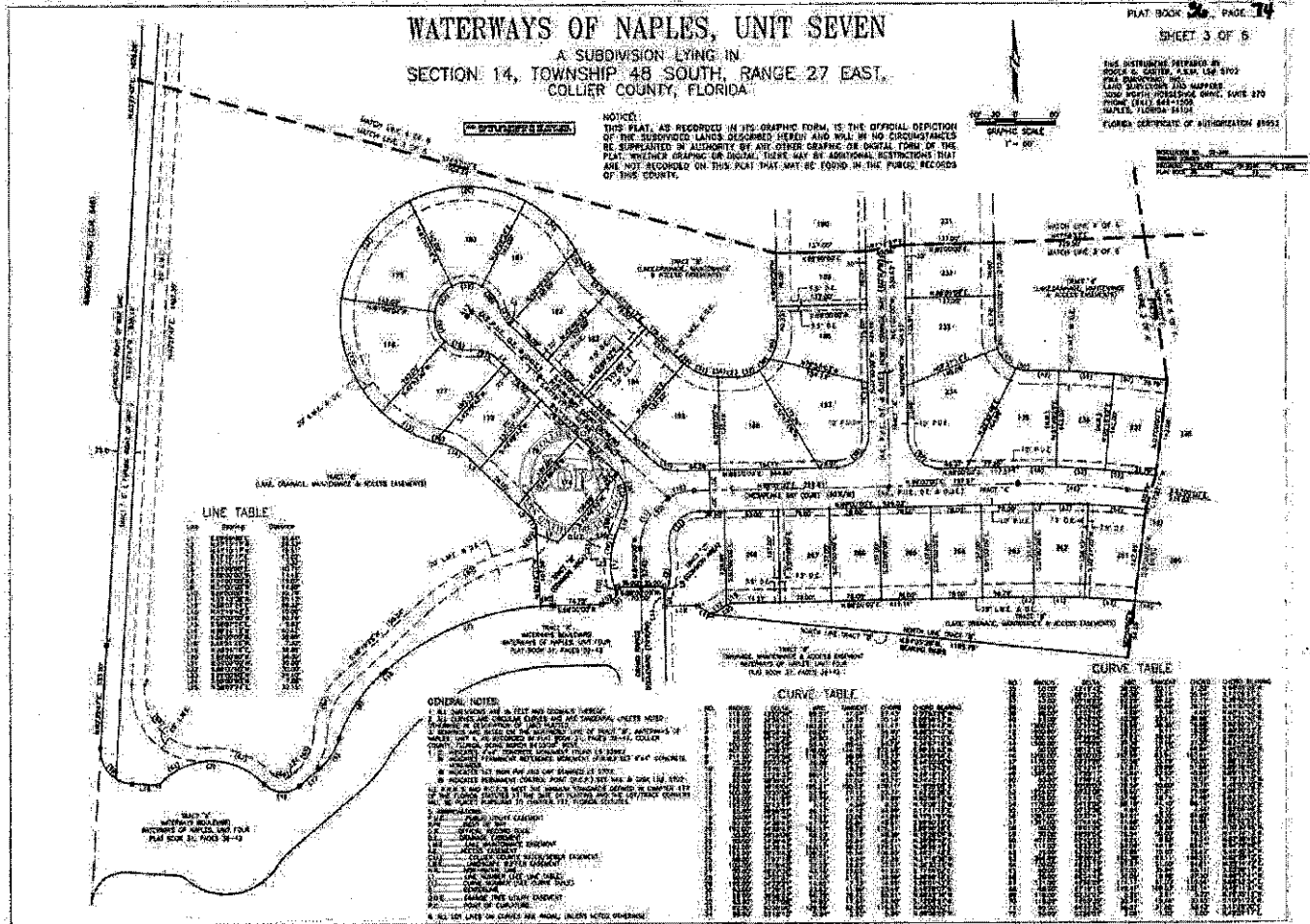
NOTICE:
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL REPRODUCTION OF THE SUBDIVISION DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES, BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL, UNLESS THERE ARE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

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PB 75

PB 36

CHANGING LIBRARY

CHANGING LIBRARY

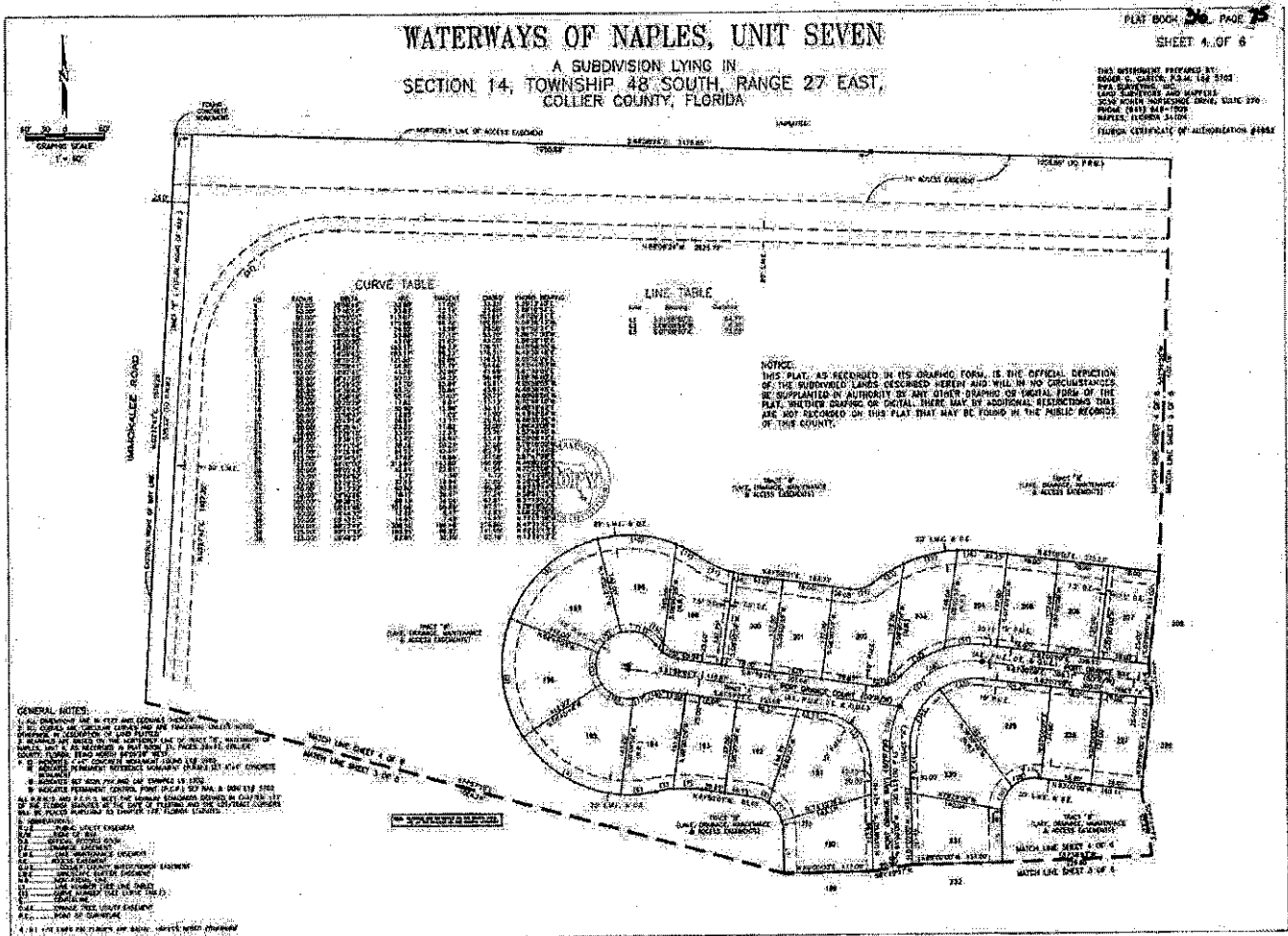


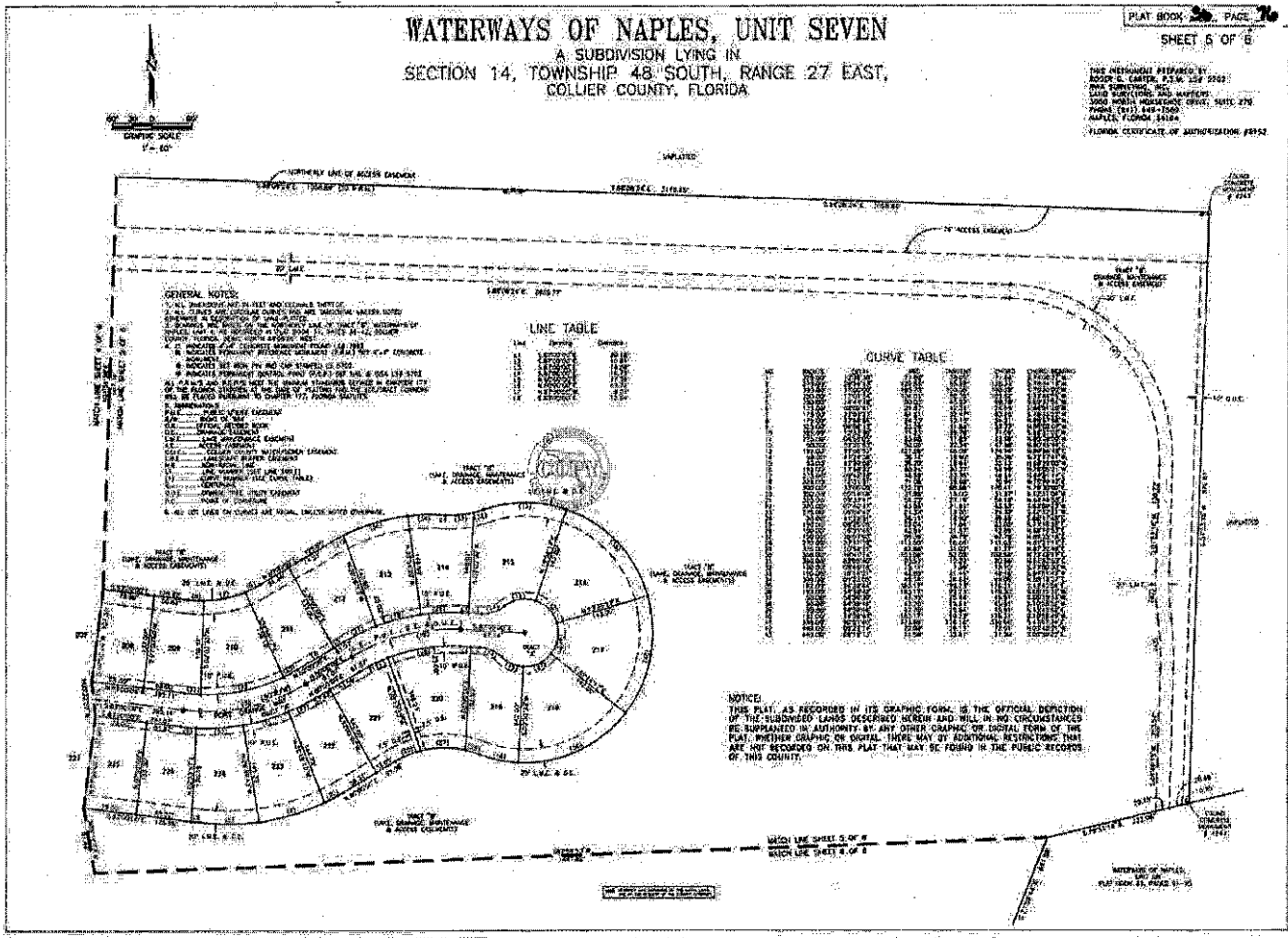
Exhibit "1" to Amended and Restated Declaration of Covenants and Restrictions
 (Plats)
 Page 25 of 27

DEPARTMENT OF REVENUE
PB-76

DEPARTMENT OF REVENUE
PB-36

DEPARTMENT OF REVENUE

DEPARTMENT OF REVENUE



P677

PB36

PLAT BOOK

PLAT BOOK

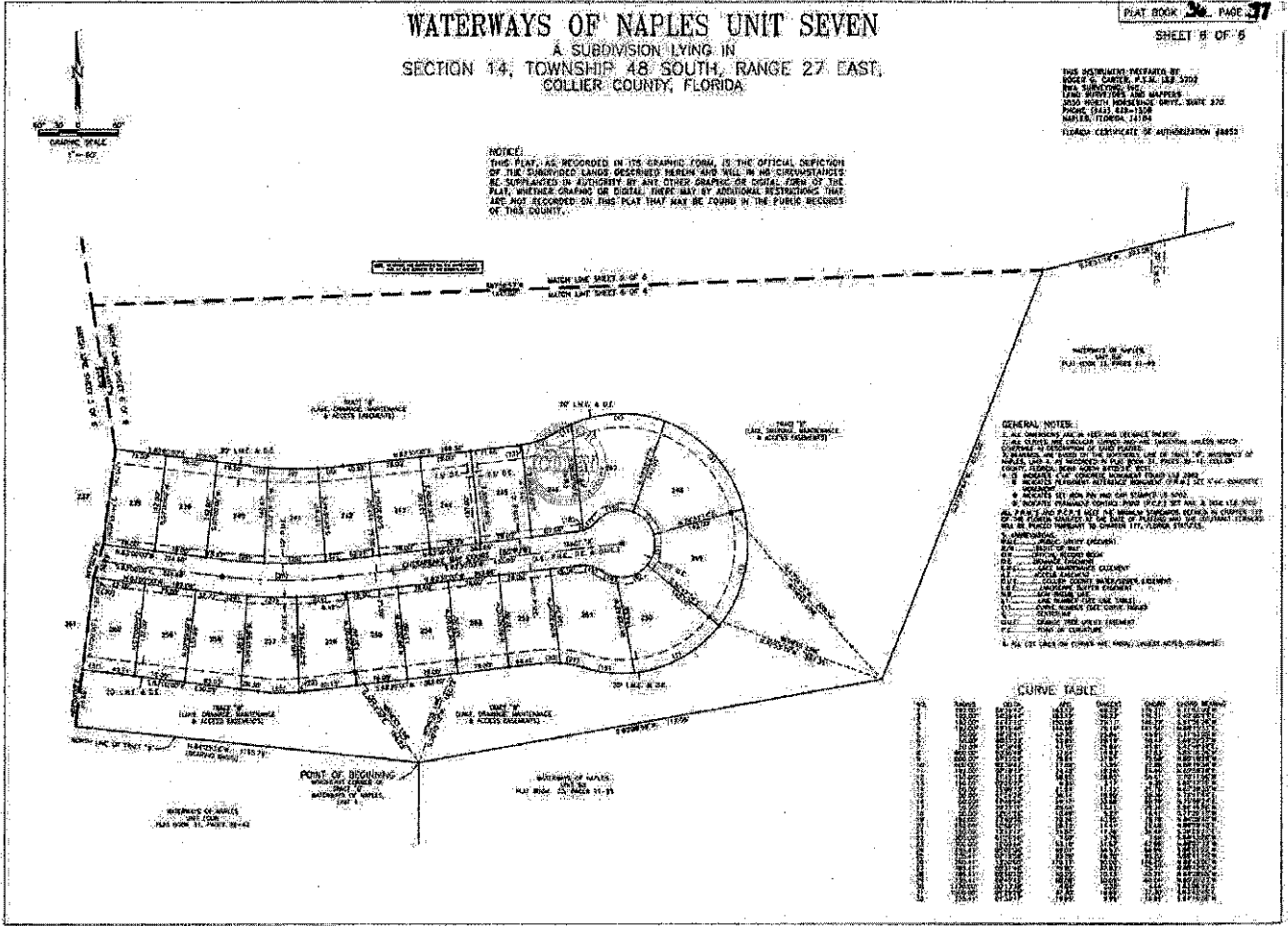


EXHIBIT "2"

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

WATERWAYS OF NAPLES HOMEOWNERS' ASSOCIATION, INC.

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

WATERWAYS OF NAPLES HOMEOWNERS' ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT**

These are the Amended and Restated Articles of Incorporation of Waterways of Naples Homeowners' Association, Inc., originally filed with the Florida Department of State on the 15th day of August 1996, under Charter Number N96000004266. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2017).

1. NAME. The name of the corporation is WATERWAYS OF NAPLES HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Covenants and Restrictions as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. PURPOSE. The purpose for which the Association is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including but not limited to the power to operate, administer, and manage the Common Areas in Waterways of Naples in accordance with the Declaration and other Governing Documents, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Lots in Waterways of Naples.

3. DEFINITIONS. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants and Restrictions of Waterways of Naples, recorded in Official Records Book 2249, at Page 0002, *et seq.*, of the Public Records of Collier County, Florida, and as subsequently amended (the "Declaration"), and as provided in the Act (as defined in the Declaration), unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include the following:

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or the Bylaws.

4.2 Enumeration. The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration and as it may be amended from time to time, these Articles and as they may be amended from time to time, and the Bylaws and as they may be amended from time to time, including but not limited to the following:

4.2.1 To make and collect Assessments and other against Members as Owners

of Lots within Waterways of Naples, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Association.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property acquired or leased by the Association for use by Owners.

4.2.4 To purchase insurance upon the Association's property and insurance for the protection of the Association, and its Officers, Directors, and other persons or entities deemed appropriate by the Association.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Lots, the Units thereon, and the Common Areas, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

4.2.7 To contract for the management of the Association and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

4.2.8 To employ personnel to perform the services required for proper operation of the Association.

4.2.9 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

4.3 Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

5. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Association shall be comprised of the Owner

Members. The Owner of every Lot shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Lot. Each such Owner shall notify this Association of said recordation within thirty (30) days thereof and shall transmit to the Association true copies of such instrument.

5.2 Voting Rights. Each Member shall possess one vote for any Lot owned by such Member.

5.3 Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of five (5) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of this Association may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Adoption. An amendment so proposed may be adopted by a vote of a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.3 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy shall be recorded in the Public Records of Collier County, Florida.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

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

ACTIVE: 10374362_1

EXHIBIT "3"
AMENDED AND RESTATED BYLAWS
OF
WATERWAYS OF NAPLES HOMEOWNERS' ASSOCIATION, INC.
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**AMENDED AND RESTATED BYLAWS
OF
WATERWAYS OF NAPLES HOMEOWNERS' ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF BYLAWS -
SEE CURRENT BYLAWS FOR CURRENT TEXT**

1. GENERAL: These are the Amended and Restated Bylaws of Waterways of Naples Homeowners' Association, Inc., hereinafter the "Association", a not-for-profit corporation organized under the laws of Florida for the purpose of operating Waterways of Naples (the "Community") pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Florida Statute Chapter 720, as it same may be amended from time to time (the "Act").

1.1 Principal Office. The principal office of the Association shall be at such location as may be designated from time to time by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.3 Definitions. The definitions set forth in the Amended and Restated Declaration of Covenants and Restrictions for Waterways of Naples, as amended from time to time (the "Declaration") and the Act shall apply to terms used in these Bylaws.

2. MEMBERS:

2.1 Qualifications. The Members of the Association shall be the record owners of legal title to the Lots in the Community. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Lot for purposes of determining voting and use rights. Membership shall become effective upon recording in the Public Records of Collier County, Florida, a deed or other instrument evidencing legal title to a Lot. A copy of the recorded deed must be supplied to the Association within ten (10) days of recordation of the deed.

2.2 Voting Interest. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of Voting Interests equals the total number of Lots subject to the Declaration (i.e., 423). Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Areas and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended.

- If a Lot is owned by one (1) natural person, his right to vote shall be established by the record title to the Lot.
- If a Lot is owned jointly by two (2) or more natural persons that are not acting as trustees, that Lot's vote may be cast by any one (1) of the Owners.
- If two (2) or more Owners of a Lot do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose.
- If a Lot is owned by a corporation, any officer may vote on behalf of said corporation.
- If a Lot is owned by a partnership, any general partner may vote on behalf of the partnership.
- If a Lot is owned in trust, the grantor of the trust or any beneficiaries residing in the Lot shall be entitled to vote.
- If a Lot is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company.

2.2.1 Subject to the qualifications above, any person with apparent authority asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote.

2.2.2 If multiple Owners or non-individual Owners of a Dwelling Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists.

2.2.3 Voting certificates are not necessary.

2.2.4 No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida Law.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of a Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Lot at a Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required by law or an express requirement in the Governing Documents.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Section 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligations incurred under or in any way connected with the Community during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner

or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes (2017), as amended from time to time. The annual meeting shall be held on a day, time, and at a place designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President, by a majority of the Directors, and must also be called by the President or Secretary within a reasonable time of receipt of petition of the Members, holding at least a majority of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of meeting must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Lot or and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Lot. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance.

Notice to the Members of meetings of the Board, meetings of a committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes (2017), as amended from time to time. Notice by electronic transmission is effective when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Member has consented to receive notice; or when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission must

be in writing and shall be revocable by the Member by written notice to the Association. Any such consent shall be deemed revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action.

The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Member has provided the Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Member has revoked his consent. However, the Association is not liable for an erroneous disclosure of electronic mail address or facsimile number. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers, and attachments to such text which is readily capable of being viewed through customary electronic devices, including electronic attachments. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the votes of the entire Voting Interests. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida Law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension and such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents. No individual may cast a vote assigned to a Lot where the voting rights assigned to the Lot are suspended pursuant to the terms of the Governing Documents and/or Florida Law.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first

meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

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

3.8.1 Call of the roll or determination of quorum.

3.8.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

3.8.3 Proof of Notice

3.8.4 Appointment by the Chair of Inspectors of Election (Annual Meeting)

3.8.5 Election of Directors (Annual Meeting)

3.8.6 Reading or disposal of minutes of the last Members' meeting

3.8.7 Reports of Officers

3.8.8 Reports of Committees

3.8.9 Unfinished Business

3.8.10 New Business

3.8.11 Adjournment

The President shall preside over all membership meetings. In his absence, a Vice President shall preside, or in the absence of both, the membership shall select a Chairman (who need not be a Member or a Director); provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman.

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be

converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or the Board of Directors designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

3.11 Action by Members without Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of entire Voting Interests to approve the action.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically required by the Governing Documents or law.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier seat. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter seats, the Board shall hold a "coin toss or other option" election, wherein those receiving the most votes will be elected to a lengthier term. Directors shall be elected in accordance with the Act, these Bylaws and the election rules, if any, and process established and utilized by the Board of Directors. Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resume by such deadline on one side of an 8 and 1/2" x 11" sheet of paper. Nominations from the floor shall not be accepted. Not less than

fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of Annual Meeting to all Members, along with either an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the annual meeting. The use of secret balloting provided for in Section 720.306(8) of the Act, shall be followed. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that the votes can be tallied prior to the annual meeting and the results announced at the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

A Director's term ends at the adjournment of the second annual meeting following his election, unless he sooner resigns, is recalled, or becomes ineligible for Board membership due to no longer owning a Lot in the Community, or becomes ineligible under the Act.

4.2 Qualifications. Directors must be Members. When a Lot is owned by a corporation, partnership, limited liability company or similar entity, any eligible voter, as described in Section 2.2 shall be eligible for Board service. No two individuals from the same Lot shall be eligible to serve on the Board at the same time.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term, or may choose to leave the seat vacant until the next annual meeting in which case a special election will be held for the unexpired term of the seat vacated by resignation/ineligibility. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act. A Director who ceases to be Member of the Association, a Director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, or a Director who is convicted of a felony in any state, shall become ineligible for Board service on the date of such delinquency or conviction, and his seat shall be deemed vacated as of that date. Any Director may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date.

Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

4.5 Organizational Meeting. The annual organizational meeting of the new Board of Directors shall be held within ten (10) days after the annual meeting. The organizational meeting may be held immediately following the annual meeting, in which case the noticing of such meeting may be effectuated by the Board existing prior to the election.

4.6 Other Meetings. Meetings of the Board may be held at such time and place, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone, or video conferencing, or any combination thereof) to conduct Association business. All meetings of the Board of Directors shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meeting regarding personnel matters; (c) such other meetings permitted to be closed by the Act. Notices of all Board meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of Section 720.303(2)(b) of the Act. Any Owner may tape-record or videotape meetings of the Board and meetings of the members, but may not post such recordings on any website or other media which can readily be viewed by persons who are not Members of the Association. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

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

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any Board meeting by a conference telephone call, video conference or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a Board meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. After a quorum has been established at a Board of Directors' meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time and place. No further notice needs to be given to Directors or Members.

4.12 The Presiding Officer. The President, or in his absence, a Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as Chairman.

4.13 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement.

5. POWERS OF THE BOARD OF DIRECTORS: All of the powers of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Act, and the Governing Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, when said powers have been delegated by the Board, subject only to the approval by Members when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the power:

5.1 To call meetings of the Members.

5.2 To appoint, remove at pleasure all Officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

5.3 To establish, levy and assess, and collect the assessments against Lots as necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

5.4 To use the proceeds of assessments in the exercise of its powers and duties.

5.5 To maintain, repair, replace, and operate the Property, as provided in the Declaration.

5.6 To adopt and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Property, including but not limited to the Lots, Dwelling Units and Common Areas, including reasonable admission charges if deemed appropriate, and to adopt and amend rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

5.7 To reconstruct any association property improvements after casualty and to further improve the Property.

5.8 To enforce by legal means the provisions of applicable laws and the Governing Documents, and to interpret said Governing Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary, or contrary to law.

5.9 To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

5.10 To carry insurance for the protection of the Members and the Association.

5.11 To pay the cost of all utility services rendered to the Common Area and not billed to Owners of individual Lots.

5.12 To employ personnel to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

5.13 To bring and defend suits and other proceedings and exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

5.14 To make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration, and grant or modify easements and licenses over the Subject Property necessary or desirable for proper operation of the Association.

5.15 To appoint from time to time such standing or temporary committees as the Board deems necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution or motion creating the committee. Where required by the Act, committee meetings shall be open to attendance by any Member, and notice of those committee meetings shall be posted in the same manner as required in Section 4.7 above. All other committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

5.16 Pursuant to Section 720.305, Florida Statutes, as may be amended from time to time, impose fines not to exceed the maximum permissible by law against any Member or any Member's Tenant, or Guest for the failure of the Owner of the Lot or its Occupant or Licensee to comply with any provision of the Governing Documents, and/or suspend, for a reasonable period of time, the right of a Member, a Member's Tenant or Guest to use Common Areas and facilities

for the failure of the Owner of the Lot or its Occupant, or Licensee to comply with any provision of the Governing Documents.

5.16.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. Any fine of one thousand dollars (\$1,000) or greater not paid within thirty (30) days shall become a lien on the Lot of the Owner who owes the fine. Said lien may be foreclosed in the same manner as a lien for assessments as provided for in the Governing Documents.

5.16.2 A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the approval of the independent committee specified in Article 5.16.3 hereof. This Section 5.16 does not apply to that portion of Common Areas used to provide access or utility services to the Lot. A suspension may not impair the right of an Owner or Tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

5.16.3 The Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Owner), shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be effective when mailed by United States Mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Lot. Said notice shall include:

5.16.3.1 A statement of the date, time and place of the hearing;

5.16.3.2 A statement of the provisions of law or the Governing Documents which have allegedly been violated; and

5.16.3.3 A short and plain statement of the matters asserted by the Association.

5.16.4 The Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a committee of at least three (3) Members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee. If the Committee, by majority vote, does not approve the proposed fine and/or suspension, the fine and/or suspension may not be levied.

5.16.5 Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon the Member's Tenant or Guest.

5.17 Pursuant to Section 720.305, Florida Statutes, as may be amended from time to time, suspend the voting rights of a Member and/or suspend the right of a Member, or the Member's Tenant or Guest to use Common Areas and facilities for the nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days. All suspensions imposed pursuant to this Section 5.17 must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the Lot's Occupant or Licensee by mail or hand delivery. This Section 5.17 does not apply to that portion of Common Areas used to provide access or utility services to the Lot. A suspension may not impair the right of an Owner or Tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

5.18 To exercise emergency powers. In the event of an "emergency" as defined in Section 5.18.7 below, the Board of Directors may exercise the following emergency powers, and any other emergency powers authorized by Section 617.0207, Florida Statutes, as may be amended from time to time:

5.18.1 The Board may name assistant officers, which assistant officers shall have the same authority as the executive officers to whom they are assisting during the period of the emergency, to accommodate the incapacity or unavailability of any officer of the Association.

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

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

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

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

5.18.6 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

5.18.7 For purposes of this Section 5.18, an "emergency" exists only while the Community, or the immediate geographic area in which the Community is located, is subjected to:

5.18.7.1 a state of emergency declared by law enforcement authorities;

5.18.7.2 a hurricane warning;

5.18.7.3 a partial or complete evacuation order;

5.18.7.4 designated by federal or state government as a “disaster area”; or

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

6. OFFICERS:

6.1 Officers and Elections. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom must be Directors. All officers shall be appointed annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other officers, including Assistant Officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant Officers need not be Directors or Members.

6.2 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees. He shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.3 Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and he shall perform such other duties as the Board of Directors shall assign.

6.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Association’s attorney, manager, or management company.

6.5 Treasurer. The Treasurer shall be responsible for Association funds, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, and shall render to the Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association’s accountant, manager or management company.

6.6 Resignation of Officer. Any Officer may resign his office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

7. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Article 19 of the Declaration shall be selected, and conduct its affairs as provided in this Article 7.

7.1 Members; Qualification. The Architectural Review Committee, hereinafter the "ARC," shall be composed of five (5) persons, who cannot be Directors of the Association. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

7.2 Selection; Terms. The members of the ARC shall be appointed by the Board to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the Board shall appoint a successor to fill the unexpired term. Members of the ARC may be removed by vote of a majority of the Directors present at any duly noticed meeting of the Board.

7.3 Compensation. If approved by the Board, any or all members of the ARC may be compensated for their services.

7.4 Meetings. The ARC shall, if necessary, meet at least once during each quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Special meetings may be called as needed by the Chairman.

7.5 Procedures, Voting. A majority of the members of the ARC present in person (or by telephonic/video conference participation) at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee (minimum of 3 votes). Where a question involves proposed changes to a Lot owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least seven (7) years.

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

8.1 Depository. The depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance backed by the full faith and credit of the

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United States of America. Deposits shall be limited to limits of FDIC or federal insurance at any institution. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes and shall not exceed limits of applicable investments. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

8.2 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

8.3 Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves are restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

8.4 Contingency Funds. In addition to the reserves provided in Section 8.3 above, or in place of them, the Board may establish one or more "contingency funds" for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

8.5 Assessments. Regular Annual Assessments based on the adopted budget shall be paid 1st day of each quarter; January 1st, April 1st, July 1st, and October 1st payable in United States funds. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Dwelling Unit's next installment due.

8.6 Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments may be adopted by the Board. Special Assessments are due on the day specified in the resolution or materials approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the proposed Special Assessment. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the

Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting, except in the case of an emergency.

8.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8.8 Financial Reporting. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to prepare a financial report as prescribed in Section 720.303 of the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

8.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

8.10 Application of Payments. All payments made to the Association on account by an Owner shall be applied as specified in the Act.

9. RULES AND REGULATIONS: USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend Rules and Regulations subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance, appearance of Lots may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to the Rules and Regulations that regulate the use of Lots must include a statement that changes to the Rules and Regulations regarding the use of Lots will be considered at the meeting. Copies of such Rules and Regulations, after adoption, shall be furnished to each Member. Any Rules and Regulations created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the Owners, and, unless otherwise permitted by law, uniformly applied and enforced.

10. BYLAW AMENDMENTS: Amendments to the Bylaws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be

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deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ___ FOR PRESENT TEXT."

10.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Collier County Public Records according to law.

11. INDEMNIFICATION:

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1 above, or in defense of any claim, issue, or matter therein,

he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

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

12. MISCELLANEOUS:

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

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

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

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