

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE VILLAGES AT COUNTRY CREEK I HOMEOWNERS  
ASSOCIATION, INC.**

**NOTE: SUBSTANTIAL AMENDMENT TO AND RESTATEMENT OF THE ENTIRE VILLAGES AT COUNTRY CREEK I HOMEOWNERS ASSOCIATION, INC. DECLARATION INCLUDING THE ARTICLES OF INCORPORATION AND THE BYLAWS. FOR PRESENT TEXT SEE THE EXISTING DECLARATION, ARTICLES OF INCORPORATION AND BYLAWS FOR THE VILLAGES AT COUNTRY CREEK I HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of The Villages at Country Creek I Homeowners Association, Inc. of certain real property situated in Lee County, Florida, recorded at OR Book 1979, Page 2780, etc. seq.; as amended at OR Book 2002, Page 1569; as further amended at OR Book 2127, Page 2532; as further amended at OR Book 2301, Page 1153, et. seq.; as further amended at OR Book 2348, Page 0026; as further amended at OR Book 2483, Page 2276, et. seq.; and, as further amended at OR Book 2561, Page 2783 in the Public Records of Lee County, Florida.

WHEREAS, the lands subject to this Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration"), more particularly described above.

The Association, as representatives of Members of The Villages of Country Creek I Homeowners Association, Inc., pursuant to the amendment powers contained in the Declaration, Articles of Incorporation, the Bylaws and the Florida Statutes, after proper notice and discussion, and after recommendation and approval, file this Amended and Restated Declaration, Articles of Incorporation and Bylaws.

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

**1.1 "Assessment"** means an Owner's share of the funds required for the payment of Common Expenses.

**1.2 "Articles" and "Bylaws"** as used herein mean the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association, as amended from time to time. A copy of the Amended and Restated Articles of

Incorporation and Bylaws are attached as Exhibits "A" and "B" respectively.

**1.3 "Association"** means The Villages at Country Creek I Homeowners Association, Inc., a Florida corporation not for profit.

**1.4 "Board"** means the Board of Directors responsible for the administration of The Villages at Country Creek I Homeowners Association, Inc.

**1.5 "Common Elements"** means (a) all real property owned by the Association for the common use and enjoyment of the residential unit owners which is not included in the legal descriptions conveyed by the Declarant to such individual unit owners, (b) the property and installations required for the furnishing of utilities and other services to more than one residential unit owner or to the Common Elements, and (c) tangible personal property required for the maintenance and operation of the Association even though owned by the Association.

**1.6 "Common Expenses"** means the expenses incurred by the Association in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Association include the costs of operating the Association, the costs of administration, Mailboxes, maintenance, operation, and insurance and any other valid expenses or debts of the Association.

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

**1.8 "Declaration"** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Villages at Country Creek I Homeowners Association, Inc. as amended from time to time.

**1.9 "Family" or "Single Family"** shall refer to any one of the following: "Family" means one person, a married couple, or not more than two persons who need not be (but may be) related to each other by blood, marriage or adoption, and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying Family shall be a matter for the Board of Directors in its reasonable discretion.

**1.10 "Governing Documents"** means and includes the Master Association Declaration, the Master Association Articles of Incorporation, the Master Association Bylaws, Rules and Regulations, the architectural guidelines, all of which may be amended from time to time, and all recorded exhibits thereto, as amended from time to time, this Declaration, the Articles and Bylaws for the Association, and all recorded exhibits thereto, as amended from time to time. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.11 "**Guest**" means any person who is not the Owner or a lessee of an Owner or a Member of the Owner's or lessee's Family, who is physically present in, or occupies a Home on a temporary basis at the invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.12 "**Home**" means a residential dwelling intended for Single Family use that is constructed on the Properties.

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

1.14 "**Lease**" means the grant by an Owner of a temporary right of use of the Owner's Home for valuable consideration.

1.15 "**Limited Common Elements**" means those Common Elements which are reserved for the use and enjoyment of individual unit owners to the exclusion of other unit owners and shall be maintained by said unit owner.

1.16 "**Lot**" means the 195 Lots located within the real Property described in Exhibit "A" intended and subdivided for residential use upon which a fee simple title to the Lot has been conveyed to the Owner and is shown on the Plats or other description of the Property, but shall not include the Common Elements. The Lots or Homes may be depicted and numbered on sketches or surveys attached to other documents as recorded in the Public Records of Lee County, Florida.

1.17 "**Master Assessment**" means the assessment due to the Master Association pursuant to Section 3 of the Master Association Declaration.

1.18 "**Master Association**" means and refers to THE VILLAGES AT COUNTRY CREEK MASTER ASSOCIATION, INC.

1.19 "**Master Association Documents**" means and refers to the Master Association Declaration, the Master Association Articles and the Master Association Bylaws, Rules and Regulations and architectural guidelines, as amended from time to time.

1.20 "**Mailbox**" means all mailboxes as provided by the U.S. Government Post

Office and placed strategically in common areas of the Association. U.S. mail will be delivered to these mailboxes only.

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

**1.22 "Occupy"** when used in connection with a Home, means the act of staying overnight in a Home.

**1.23 "Occupant"** is a person who occupies a Home.

**1.24 "Owner", "Parcel Owner", "Homeowner", "Lot Owner" or "Unit Owner"** means the record Owner of legal title to a Lot or Home.

**1.25 "Primary Occupant"** means the natural person approved for occupancy of a Home when title to the Lot or Home is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a Home owned in one of the forms listed above, the term "Primary Occupant" shall be synonymous with the term "Owner".

**1.26 "Property", "Properties" or "Community"** means all the real Property that is subject to this Declaration.

**1.27 "PUD"** means the document titled The Villages at Country Creek, A Planned Unit Development, dated December 15, 1987, adopted by the Board of County Commissioners of Lee County, Florida on December 22, 1987 as it may from time to time be modified or amended. If the PUD or any amendments thereto shall be inconsistent with the terms of the Governing Documents, the Governing Documents shall be deemed automatically amended to be consistent with the PUD.

**1.28 "Structure"** means that which is built or constructed, or any piece of work artificially built or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof".

**1.29 "Voting Interests"** means the voting rights distributed to the Association Members pursuant to the Governing Documents.

## **2. ASSOCIATION.**

**2.1 Membership.** Every Owner of a Lot shall be a Member of the Association and the Master Association, and by acceptance of a deed or other instrument evidencing his/her Ownership interest, each Owner accepts his/her Membership in the Association and the Master Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Association and the Master

Association Documents, as amended from time to time.

**2.2 Life Estate.** A Home may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the tenant shall be the Member from such Lot and occupancy of the Home shall be as if the life tenant was the only Owner. The life tenant shall be liable for all Assessments and charges against the Lot or Home. Any consent, approval or vote required may be given by the life tenant and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as Co-Owners for purposes of determining voting and occupancy rights.

**2.3 Voting Rights.** All Owners of Lots shall be entitled to one vote for each Lot owned. Each vote is known as a Voting Interest. There are 195 Voting Interests. When more than one person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as such Members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

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

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

**2.6 Delegation of Management.** The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of Assessments, keeping of records, enforcement of rules and maintenance, with funds made available by the Association for such purposes.

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

**2.8 Powers and Duties.** The powers and duties of the Association include those set forth in Chapter 617 and 720 of the Florida Statutes, and in the Governing Documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matter for which the Association could bring the class action. Nothing herein limits any statutory or common law right of an individual Owner or class of Owners to bring any action which may otherwise be

available.

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

**2.10 Notice to Association/Transfer.**

(A) An Owner intending to lease his Home shall give the Association written notice of such intent at least thirty (30) days prior to the planned occupancy date (See Section 8.16 for additional requirements).

(B) An Owner acquiring title shall provide to the Association a copy of the recorded deed or other instrument evidencing title within sixty (60) days after the transfer occurred.

**2.11 Purchase of Lot.** The Association has the power to purchase a Lot and Home, or just the Lot if the Home has been razed (torn down) in a section of The Villages at Country Creek subject to this Declaration in connection with the foreclosure of an Association lien and to hold, lease, mortgage, encumber or convey any such Lot. Such power is to be exercised by the Board of Directors with prior approval of the Members.

**2.12 Interests in Real Property.** The Association has the power to acquire Property, both real and personal. The power to acquire personal Property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.10 above, the power to acquire, encumber or convey Ownership interests in real Property shall be exercised by the Board of Directors only after approval by at least a majority of the Voting Interests present and voting, in person or by proxy, at a Members' meeting.

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

**2.14 Roster.** The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Lot or Home Owners. Lot and Home Owners are responsible for notifying the Association of any change in their mailing address or names. All such notices shall be in writing. A copy of the roster shall be made available to any Member upon request. In the absence of a signed, written request by the Owner to change the Owner's name or mailing address the Association shall mail all notices and other information to the name and address shown on the roster. The Association shall have no obligation to perform any search to discover another address or name other than that shown on the roster.

**3. ASSESSMENTS.** The provisions of this section shall govern all Assessments payable by all Owners and buyers of Lots.

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

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

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

(C) any charges properly levied against individual Lot or Home Owner(s) without participation from other Owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot or Home, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 3.9 below, whenever title to a Lot or Home is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the Assessments and charges provided for herein by waiver or non-use of the Common Elements, by abandonment, or otherwise. Except as provided elsewhere in the Governing Documents as to Institutional Mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the Property of the Association. No Lot or Home Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Home. No Owner can withdraw or receive distribution of his prior payments to the Common Surplus or Association reserves, except as otherwise provided herein or by law.

Payments are due on the first day of each quarter; January, April, July and October. If payments are not received by the 10<sup>th</sup> of the month, late fees are assessed. If payments are overdue by 30 days, the Association sends the homeowner a demand letter with a statement including late fees and interest, giving 15 days for payment.

Any Assessment which is not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date, interest shall accrue from the due date at the rate of eighteen percent (18%) per annum and Owner shall incur a late fee of twenty-five (\$25.00) dollars or the maximum permitted by law, whichever is greater.

If the assessment is unpaid after 15 days (45 days from the due date), the account

is sent to the attorney for collection. The attorney sends a demand letter giving 45 days for payment. If still unpaid, the attorney places a lien and sends a letter of lien with another 45 day deadline. If still unpaid after the final 45 days, the Association has the option of foreclosing the lien.

Note: once the account is sent to the attorney, all correspondence about the account must be done through the attorney. Neither the Association nor the Association Manager can send letters or even discuss the account with the delinquent homeowners.

**3.2 Purposes of Assessments.** The Assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot Owners and residents of The Villages at Country Creek I Homeowners Association, Inc. to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Elements owned by the Association for the benefit of its Members, their Guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the Governing Documents. Common Expenses also include the funds necessary to provide reserve accounts for:

- (A) renovation or major repairs to the Common Elements;
- (B) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss; and
- (C) capital improvements.

**3.3 Share of Assessments.** The Owners of each Lot shall be liable for a one hundred and ninety fifth (1/195) share of the annual and special Assessments levied by the Association for Common Expenses of the Association.

**3.4 Lien.** The Association may place a lien on each Lot for unpaid past due Association Assessments and charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the Property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid Assessments, charges, and fines plus interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

**3.5 Priority of Liens.** Unless otherwise provided by Florida law as amended from time to time, the Association's lien for unpaid assessments and charges shall have the priority provided under Section 720.3085 Florida Statutes (2010). The Association's lien shall be superior to, and shall take priority over, all other mortgages regardless of



when they were recorded. Any lease of a home shall be subordinate and inferior to any Claim of Lien of the association, regardless of when the lease was executed.

**3.6 Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid Assessments or charges by the procedures and in the same manner as is provided for the foreclosure of a mortgage. All unpaid Assessments, fines, charges, interest, late fees, attorney fees and costs also constitute a personal obligation of the Owners, and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for such unpaid amounts. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

**3.7 Application of Payments; Failure to Pay; Interest.** Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest, the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, fines, costs and attorney fees, and then to delinquent charges or Assessments. The Association may refuse to accept a partial payment which bears a restrictive endorsement and such will be the equivalent of no payment. No payment by check is deemed received until the check has cleared.

If a Member is delinquent for more than 90 days in payment of a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, the rights of a Member, or a Member's tenants, guests or invitees, or both, to use common areas and facilities and may levy reasonable fines of up to \$100.00 per violation against any Member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that a fine may not exceed \$1,000.00 in the aggregate unless otherwise provided in the governing documents.

If a home is occupied by a tenant and the homeowner is delinquent in payment of regular assessments, the Association may demand that the tenant pay to the Association the future regular assessments related to the home. The demand is continuing in nature, and upon demand, the tenant shall continue to pay the regular assessment to the Association until the Association releases the tenant or the tenant discontinues tenancy in the home. The Association shall mail written notice to the homeowner of the Association's demand that the tenant pay regular assessments to the Association. The Association will reasonably notify the tenant of increases in the amount of the regular assessment due before the day on which the rent is due. The Association shall give the tenant a credit against rents due to the homeowner in the amount of assessment paid to the Association. Upon request the Association shall provide the tenant with written requests for payments made. The tenant does not by virtue of payment of assessments

have any of the rights of a homeowner to vote in any election or to examine the books and records of the Association.

**3.8 Certificate as to Assessment.** Within fifteen (15) days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Association by the Lot Owner with respect to the Lot or Home have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the estoppel letter not to exceed the maximum amount allowed by law. The Association may also charge a separate amount not to exceed \$150.00 to complete a mortgagee questionnaire plus attorney's fees. The Association's obligation with respect to responding to a mortgagee's questionnaire shall be limited to confirming the number of Members of the Association, the amount of the Assessment, when such Assessment is due and that Members are required to be Members of the Master Association.

**3.9 Mortgage Foreclosures.** Notwithstanding anything to the contrary herein, if any first mortgagee or other person, persons, or entity obtains title to a home or lot as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of assessments pertaining to such a home or lot, or chargeable to the former record owner of legal title, which became due prior to the acquisition of title as a result of foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085, Florida Statutes (2010), as amended from time to time.

**4. EASEMENTS AND COMMON AREAS.** The following easements are hereby granted and/or reserved and Common Elements described:

(A) Easements for the performance of all its duties and responsibilities over, across and through the Properties are hereby reserved for the Association and its agents, employees, licensees and invitees.

(B) Easements over, across and through the Properties are hereby granted to the Association for access to each Lot for the purpose of providing necessary maintenance of the Lot as determined by the Association.

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

**4.2 Interior Roadway Easements.** The roadways are subject to the rules and regulations as the Master Association imposes, however, each Owner of a Lot shall have an easement for ingress and egress over said roadway system. The Association shall

have the right to establish parking regulations and to enforce such regulation by all lawful means. Notwithstanding any provision in this Declaration to the contrary, it is expressly understood that the Association shall have the right to dedicate the Streets; (or any part of the Streets) to any governmental agency or public authority.

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

**4.4 Buffer Areas, Open Space, Drainage and Storm Water Management Systems.** The buffer areas and open space are Common Elements. The maintenance, operation and preservation of the buffer areas and open space are the responsibility of the Master Association. The Master Association shall also be responsible to maintain and operate the drainage and Storm Water Management Systems within the Common Area, including but not limited to the utilities and water and sewer system aspects thereof. The Master Association shall own, operate, and maintain the Storm Water Management System as permitted by the South Florida Water Management District, including without limitation, all lakes, retention areas, culverts, and related appurtenances. The Association, and the Owners as beneficiaries of the Storm Water Management System, is hereby provided the right to legally enforce the warranties, covenants, and assurances provided herein. The Storm Water Management System, including all water management and drainage aspects of all easements and rights of way, as well as any other covenants creating obligations of performance with respect to the drainage systems, will be continuously maintained.

**4.5 Subordination.** Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Elements.

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

- (A) the right of the Association, in accordance with its Bylaws, to

borrow money for the purpose of improving and/or maintaining the Common Elements and providing the services herein, and, to aid thereof, to mortgage said properties;

(B) the right of the Association to impose rules and regulations governing the use of the Common Elements and Association Property as further provided in the Bylaws;

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

(D) no owner may construct improvements, install landscaping or improvements in any easement which interferes with the drainage or surface water management system or underground utility lines.

4.7 An Owner of a Lot with a Home or Structure on it as originally built which encroaches upon another Lot or the Common Elements shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

4.8 **Recreational Facilities.** Members of the Association have the use and enjoyment of the Master Association facilities subject to the rules and regulations of the Master Association Documents. The recreational facilities have been constructed as part of the common area of the Master Association, and are operated, maintained and title is held by the Master Association. Such recreational facilities are not Common Elements of the Association.

## 5. MAINTENANCE.

### 5.1 **Association Maintenance.**

(A) The Association has the maintenance, repair and replacement responsibility for all Common Elements not dedicated to the Master Association, if any. The Common Elements shall be maintained in a manner that will contribute to the comfort and enjoyment of the Owners.

(B) The Association shall be responsible for the maintenance, repair and replacement of all Mailboxes within the Community.

(C) The Association shall have the sole responsibility of maintaining all lawn care, shrubs and trimming of trees to a 14 foot height. Palm trees over 14 ft. will be maintained by the Association on a yearly basis. Hardwood trees over 14 ft. will be trimmed by the Association every two years.

(D) Pest Control shall also be maintained by the Association.

(E) The Association will maintain sprinkler heads on each Lot.

**5.2 Lot Owner Maintenance.** The individual Owners shall have the maintenance, repair and replacement responsibility of all Property to which they hold title including but not limited to the following:

(A) All grounds, green areas, storm drains, drain courses, sprinkler systems under ground piping and other portions of the properties located on an individual Lot.

(B) Lots shall be kept in a neat and well maintained condition at all times, free from debris and rubbish and the lawn areas and other landscaping shall be regularly mowed and maintained.

(C) Dead or diseased trees, shrubbery and/or bushes shall be removed from an Owner's Lot and the removed trees, shrubbery or bushes shall be replaced at the Owner's expense. The removal and replacement of shrubs and trees must be coordinated through and approved by the Master Association Architectural Review Board ("Master ARB").

**5.3 Enforcement of Maintenance.** If the Owner of a Lot fails to maintain the Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot, with or without consent of the Owner. The Association may repair, replace or maintain any item which constitutes a hazard to other Property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be a charge against the Lot, secured by a lien against the Lot as provided in Section 3 above.

**5.4 Negligence; Damage Caused by Condition in Lot or Unit.** Each Lot or Home Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Lots or Homes, or personal Property made necessary by his act or negligence or by that of any Member of his Family or his Guests, employees, agents, or lessees.

**6. ARCHITECTURAL REVIEW BOARD.** The Master Association has established an Architectural Review Board.

**6.1 Master ARB Approval.** Any modifications, alterations, installations or additions to the Lot made by the Lot Owners shall only be made after Master ARB approval. The Owner shall be responsible for insurance, maintenance, repair and replacement of modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Master Association becomes necessary in order to maintain, repair, replace or protect other parts of the properties for which the Master Association is responsible.

**6.2 Improvements Requiring Approval.** No building, Structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any Structure, Lot or Home be made, unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by the Master ARB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding Structures and topography and shall be submitted to the Master ARB in accordance with its Rules and Regulations

## **7. ASSOCIATION'S SUPERIOR RIGHTS AND POWERS; CONFLICT.**

**7.1 Ownership in the Villages at Country Creek I Homeowners Association, Inc.** In taking title to a Lot, each Owner becomes subject to the terms and conditions of the Master Association Declaration and this Declaration. In the case of any inconsistencies between the terms of the Master Association Declaration and this Declaration or other recorded covenants, the terms of the more restrictive provision shall control unless such terms are prohibited by the Master Association Declaration, in which event the terms of the Master Association Declaration shall control.

**7.2 Supremacy of Declaration; Authority to Enforce Other Governing Documents.** In addition to the rights and obligations conferred upon the Association pursuant to the Master Association Declaration and the Articles and the Bylaws of the Association, the Association shall be entitled to exercise or require the exercising of any of the rights contained in this Association's and the Master Association's Governing Documents.

**8. USE RESTRICTIONS.** The following rules and standards apply to the community and shall be enforced by the Association pursuant to Section 14 hereof.

**8.1 Home.** Each Home shall be occupied by only one Family at any time. Each Home shall be used as a Home and for no other purpose. No business or commercial activity shall be conducted in or from any Home which entails visitation of the Home by clients, customers, suppliers or other business invitees, or door-to-door solicitation of residents or the storage of inventory. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library in his Home, from keeping his personal, business or professional records in his Home, from handling his personal, business or professional telephone calls or written correspondence in and from his Home, or conducting a "no impact" Home based business in and from his Home. Such uses are customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are those that create customer traffic to and from the Home, create noise audible from outside the Home, or generate fumes or odors noticeable outside the Home, including but not limited to, a Home day care, beauty salon/barber shop, and animal breeding.

**8.2 Maintenance and Appearance.** Each Member shall maintain his Lot

and Home in good condition and repair at all times. Any glass, screen, curtain, blind, shutters or awning which may be visible from the exterior of the Home is subject to regulation by the Architectural Review Board. Each Owner is prohibited from painting or otherwise decorating or changing the appearance of any portion of the landscaping or exterior of his Home except as permitted in the Declaration.

**8.3 Repairs.** Should a Member at any time fail or refuse, after written notice from the Association, to make repairs which the Owner is required to make, or to maintain his Lot and Home in good condition and repair, the Association, or its agents, may make such repairs or place the Property in proper condition and may enter upon the premises for that purpose, and all expenses incurred by the Association in doing so shall be paid by the Owner.

**8.4 Minors.** All Occupants under eighteen (18) years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

**8.5 Pets.** No more than two (2) pets, i.e., dogs or cats, may be kept in a Home. For example, the Owner may have two (2) dogs or two (2) cats, or one (1) dog and one (1) cat (this limitation does not apply to fish or birds). Commonly accepted household pets such as dogs, cats, fish or birds, are permitted to be kept by an Owner. Commonly accepted household pets do not include wild animals, snakes, alligators, lizards, ferrets or any other animal that is not widely considered and accepted to be a household pet. Commercial activities involving pets, including but not limited to breeding for sale is prohibited. All pets shall be licensed by the appropriate State or local authorities. No pet shall be tied, chained, restrained or left unattended outside of a Home. No pets shall be permitted to roam free through the Community and shall be leashed when being walked through the Community. Each Owner shall immediately remove their pet's feces from Lots or Common Elements. Each Owner owning a pet shall assume full responsibility for personal injuries or Property damage caused by his/her pet. Each Owner hereby agrees to indemnify the Association and all other Owners, and hold them harmless against any loss, claim or damage caused by such violation of the provisions of this Paragraph. This paragraph shall entitle The Association to all of its rights and remedies, including, but not limited to, the right to fine Home Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed upon three (3) days notice.

**8.6 Nuisances.** No Owner shall use his Lot (including the Home), or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the Occupant of another Home, or which would not be consistent with the maintenance of the highest standards for a first class residential community, nor permit the premises to be used in a disorderly or unlawful way. The use of each Home shall be consistent with existing laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community.

**8.7 Signs.** Except as provided herein, no Owner may post signs of any type whatsoever in the Community. The temporary posting or display of one (1) "For Sale," "Open House" or other similar sign shall be permitted with the prior approval of the Board of Directors provided that such sign is compliant with the Master Association's sign requirements. Owners may post security/alarm signs issued by the security/alarm service provider. The Board may also allow other types of signs as it deems permissible from time to time and adopt specifications regarding same. Notwithstanding anything else, "For Rent" signs are specifically prohibited under all circumstances. The Association shall have the right to remove any unapproved sign without prior notice to the Owner.

**8.8 Garages.** In order to maintain a harmonious and aesthetic appearance, it is strongly urged that Owners keep all garage doors closed except when in actual use. No garage shall be enclosed or converted to any other use without the approval of the Master ARB.

**8.9 Lots and Lot Structures.** Other than one single Family Home, and related garage, no Structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any Lot or the Common Elements at any time either temporarily or permanently without the approval of the Board of Directors.

**8.10 Motor Vehicles and Boats.** No maintenance or mechanical repairs of vehicles or boats are permitted on the properties outside of garages except in emergencies. No boats, all terrain vehicles, swamp buggies, dune buggies, go carts, wave runners, jet skis, motorcycles, mo-mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles or commercial vehicles shall be parked anywhere on the properties outside of garages for more than twelve (12) hours unless the vehicle is on the premises to provide services to an Owner or the Association or in the case of boats, trailers, motor homes, travel trailers, campers and recreational vehicles, for the purpose of being actively loaded, unloaded or cleaned in preparation for use or after use, however in no event shall such loading, unloading or cleaning exceed twenty-four (24) hours. As used herein the term "commercial vehicle" means trucks, vans, including but not limited to "panel vans" lacking windows on all sides, and other vehicles which are used for business purposes including but not limited to any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphics of a commercial nature, or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with vehicle body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed completely inside a garage so that it is not visible from any adjacent street, Lot or Home. All vehicles shall have a current license and registration. No vehicle, trailer, or boat of whatever type described herein shall be parked on the lawns or other unpaved areas. Vehicles, trailers or boats may be parked on the street during



daylight hours (dawn to dusk) but no overnight parking on any street is allowed. With prior written approval of the Board of Directors vehicles may be parked on the street during otherwise prohibited times for special limited purposes such as a party or other gathering. The Association shall have the right to tow any vehicle parked in violation of these restrictions.

**8.11 Window Coverings.** Hurricane shutters and hurricane window film are not prohibited; however, the Master ARB may adopt uniform specifications and guidelines covering the type, style, installation, duration and color of hurricane shutters.

**8.12 Landscaping.** All areas of Lot not covered by Structures, walkways or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the roadways edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel or paving may not be used as a substitute for grass in a lawn. All lawn and landscaping shall be kept in good condition by the Owner. The Association is responsible for having the lawns regularly cut and mulched areas regularly mulched. The landscaping on Lots, including without limitation the trees, shrubs, lawns, flowerbeds, walkways and ground elevations, shall be maintained by the Owner thereof in a well-groomed manner. Upon fifteen (15) days written notice to the Lot Owner, the Association shall have the irrevocable right to enter upon any Lot and perform lawn, landscaping or other maintenance which the Owner has failed to perform. Said action shall not be deemed a trespass. The cost of such maintenance shall be charged to the Lot Owner and if said charge is not paid within thirty (30) days shall be secured by a lien against the Lot.

**8.13 General.**

(A) No towels, garments, rugs, etc., may be hung from windows, railings or other parts of the Homes. No clotheslines or drying yards shall be located so as to be visible from neighboring Homes or from the interior roadways within the Properties.

(B) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.

(C) No obnoxious or offensive activity shall be carried on within the Properties or upon any part, portion or tract thereof, nor shall anything be done which is or may be a source of unreasonable nuisance or annoyance to the Community or its residents.

(D) Trash, garbage, recycling, horticulture, and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring Homes and the interior roadways except when out for pick-up. Recycle bins, trash and horticulture shall not be put on the curb for pick-up prior to 12:00 noon the day before the scheduled pick-up and shall be removed from the

curb no later than 6:00 p.m. the day of pick-up. Placement of trash and recycle bins shall otherwise conform with applicable County regulations. No Lot shall be used as dumping ground for rubbish, trash, waste or natural waste matter (lawn clippings, leaves etc.). No incinerator or outdoor burning shall be permitted.

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

(F) No fences or walls shall be permitted on any Lot.

(G) All recreational facilities and improvements constructed or placed on a Lot, including but not limited to swimming pools, spas, tennis courts, ramps, jungle gyms, playground type Structures, play houses, tree forts, platforms, basketball hoops/backboards, dog houses or any other Structure of a similar type, kind or nature shall be allowed only upon written approval of the Master ARB in advance of placement or construction.

**8.14 Driveways.** All dwellings shall have a paved driveway of stable and permanent construction. All driveways shall be made of concrete unless otherwise approved by the Master ARB in advance and in writing. Any top coating, painting, seal coating or other driveway modifications must be approved by the Master ARB prior to application, and shall be maintained in a first-class manner. Owners shall be responsible for maintaining all driveways in a clean and neat condition and to maintain, repair or replace any deteriorated sections of their respective driveways.

**8.15 Outside Lighting.** No spotlights, floodlights, or other outdoor high intensity lighting shall be placed or utilized upon any Lot or Home which in any way will allow light to be reflected on any other Lot or Home or the improvements thereon without the written authorization of the Master ARB. Low intensity lighting which does not unreasonably disturb the Owners or other Occupants shall be allowed. The Owner of each Lot or Home shall maintain and keep operating during all hours of darkness the front yard lamp or at least one light on the outside of the garage. The Owner's responsibility includes the photoelectric cell and replacement of light bulbs.

**8.16 Irrigation and Sewer.** All Homes shall be connected to the municipal sewer system. No Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area.

**8.17 Garage, Estate Sales.** Garage or Estate sales may be held if permitted by the Master Association in accordance with the Master Association's Rules and Regulations.

### 8.18 Leasing/Subleasing

(A) **Leasing.** All of the provisions of the Governing Documents and the rules and regulations of the Association shall be applicable and enforceable against any person Occupying a Lot and Home as a lessee or Guest to the same extent as against the Owner. An Owner may only lease his Lot and entire Home, not portions thereof, to a Family or Single Family as defined in Section 1.9 of this Declaration. A covenant on the part of each Occupant to abide by the rules and regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner's agent with the authority to terminate any Lease agreement and evict or remove the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written and whether specifically expressed in such agreement or not. No Lease shall be for a period of less than thirty (30) days or one calendar month, whichever is less. No Lease shall be for a period greater than one (1) year. No Home shall be leased more than six (6) times in a single calendar year. All Lease agreements shall be in writing. A notice and copy of the Lease must be delivered to the Association at least thirty (30) days before the Lease term begins. Owners leasing their Lot or Home shall be jointly and severally liable for the conduct of their tenants and their tenants' families, Guests and invitees while the Lot and Home are under lease.

(B) **Subleasing.** No subleasing or assignment of lease rights is permitted. All of the provisions of the Documents and the Rules and Regulations and Use Restrictions of the Association pertaining to use and occupancy shall be applicable and enforceable against any person Occupying a Home as a lessee or Guest to the same extent as against an Owner, and a covenant on the part of each Occupant to abide by the rules and regulations and use restrictions of the Association and the provisions of the Documents, designating the Association as the Owner's agent, with the authority to terminate any Lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every Lease whether oral or written, and whether specifically expressed in such Lease or not. For the purposes of this Section, subleasing means a situation in which the Primary Lessor enters into an arrangement with individual(s) to lease individual bedrooms within the Home.

### 9. **PARTY WALLS.** General Rules of Law to apply:

(A) **Each wall built as a part of the original construction** of the homes within the subdivision and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply hereto.

(B) **Sharing of repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

(C) **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

(D) **Weatherproofing.** Notwithstanding any other provision in this section, an owner who, by his negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(E) **Right to Contribution to Run with Land.** The right of any owner to contribution from any other owner under this section shall run with the land, and shall pass to such owner's successors in title.

(F) **Arbitration.** In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of all the arbitrators shall bind the parties.

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

**10.1 Association: Required Coverage.** The Association shall procure and maintain, in full force and effect, adequate and appropriate insurance coverage(s) to protect the interests of the Association which includes directors and officers liability and errors and omissions coverage. The Board of Directors shall determine the policy limits and deductibles:

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

## **11. RECONSTRUCTION FOLLOWING CASUALTY**

**11.1 Duty to Reconstruct.** If any Home or other improvement is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and

appearance of the original improvements except as otherwise approved by the Master ARB. Extension of time to complete the reconstruction may be approved by the Master ARB or by the Association.

**11.2 Failure to Reconstruct.** If the Owner of any Home fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided in Section 11.1 above, the Association shall give written notice to the Owner of his default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be the sole discretion of the Board of Directors, the Owner of the Home shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of damage or destruction of the improvement. The Association has the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and Home to secure payment.

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

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

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

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

**11.7 Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in

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

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

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

**11.10 Damage to Common Elements.** Where loss or damage occurs to the Common Elements or Association Property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) When feasible, the Board of Directors shall within sixty (60) days obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction, to be completed thence within one hundred twenty (120) days.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly declare an emergency, and upon determination of the deficiency, levy a special Assessment against all Lot Owners for the deficiency. Such special Assessments need not be approved by the Lot Owners. The special Assessment shall be added to other funds available for repair and restoration of the Property.

## **12. DURATION**

The conditions of this Declaration shall run with the land and shall inure and accrue to the benefit of and be enforceable by the Association or the Owner of any real Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for thirty (30) years from the recording date hereof. Thereafter, the Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with

this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) years.

### **13. AMENDMENTS**

Amendments to this Declaration shall be proposed and adopted in the following manner:

**(A) Proposal.** Amendments to this Declaration shall be proposed by a majority of the board of directors or upon petition of ten percent (10%) of the Voting Interests, and shall be submitted to a vote of the members not later than the next annual meeting.

**(B) Vote Required.** Except as otherwise required by Florida law or as provided elsewhere in this Declaration, this Declaration may be amended if the proposed amendment is approved by the affirmative vote of two-thirds (2/3) of the Voting Interests present, in person or by proxy, at a member's meeting noticed for that purpose, and at which a quorum is present, or by approval in writing of a majority of the Voting Interests without a meeting, providing that the notice of any proposed amendment has been given to Members of the Association, and that the notice contains the text of the proposed amendment.

**(C) Effective Date.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book or Page or Instrument Number of the Public Record(s) where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

### **14. ENFORCEMENT; GENERAL PROVISIONS.**

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

**14.2 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Association and the Master Association shall apply to Members and all persons for both this Association and the Master Association to whom a Member has delegated his

right of use in and to the Common Elements, as well as to any other person Occupying any Home under Lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or Guests. Failure of any Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Lot Owner shall be responsible for any and all violations by his tenants, licensees, invitees or Guests and by the Guests, licensees and invitees of his tenants, at any time.

The Owner of a Lot or Home which is in non-compliance and so notified by the Board, and offers that Lot or Home for sale, is obligated by these documents to inform the buyer of all circumstances and conditions of the corrective action required and the schedule for completing the necessary corrections.

**14.3 Litigation.** Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents or Association rules, may be brought by any Owner, or the Association against:

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

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

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

**14.6 Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the roster record of the Association. In the absence of such roster information then the notice shall be mailed to the address of the Lot or Home. Notice to one of two or more co-Owners of a Lot or Home shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the



Association or management company in writing of any change of address or name.

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

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

**14.9 Not-For-Profit Status.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its not-for-profit status under applicable state or federal law.

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

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

**15. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.** Every Owner shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. Violations of the Governing Documents should be reported immediately in writing to a Member of the Board of Directors. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and

determined by the Board, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation.

**15.1 Legal Action.** Judicial enforcement of the covenants and restrictions of this Declaration may be by an action at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred if it is the prevailing party. In the event the Association incurs costs and attorney's fees in the enforcement of the Governing Documents as set forth herein that are not recoverable, the Owners shall bear the responsibility for payment of the costs and reasonable attorney's fees.

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

**15.3 Fines.** The Board may impose a fine or fines of up to \$100.00 per violation, per each day the violation continues (not to exceed \$1,000) against an Owner for failure of the Owner, his Family, Guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. The Board of Directors may levy fines against Owners who commit violations of the Governing Documents, or rules and regulations, or who condone such violations by their Family Members, Guests, lessees and/or agents. Fines shall be in the amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. The procedure for imposing fines shall be set forth in the Bylaws.

**15.4 Availability of Remedies.** Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all

Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the right of the majority to enjoy the Property free from unreasonable disruptions and annoyance by the minority.

**16. DISCLAIMER OF LIABILITY OF THE ASSOCIATION.** Notwithstanding anything contained herein or in the Articles of Incorporation, any Rules and Regulations of the Association or any other document governing, binding on, or administered by the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the properties, including without limitation, residents and their families, Guests, invitees, agents, servants, contractors or subcontractors or for any Property or any such persons, without limiting the foregoing:

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

**16.2** The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County and/or any other jurisdiction or the prevention of tortuous activities.

**16.3** Any provisions of the Association documents setting forth the uses of Assessments which relate to the health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

**16.4** Each Owner and each other person having an interest in or lien upon any portion of the properties shall be bound by these disclaimers and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or in connection with any matter for which the liability of the Association has been disclaimed herein.

**16.5** As used herein "Association" shall include with its meaning all of the Association's directors, officers, committee Members, employees, agents, contractors (including management companies), subcontractors, successors and assigns.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 2011.

**WITNESSES:**

**THE VILLAGES AT COUNTRY  
CREEK I HOMEOWNERS  
ASSOCIATION, INC.**

By [Signature]  
Printed Name John A. Dyehouse

By [Signature]  
Printed Name: Ernest A. Piscitello  
President

By [Signature]  
Printed Name DONNA W. DOLAN

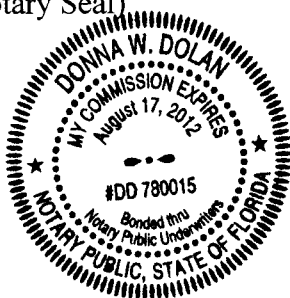
Attest [Signature]  
Printed Name: Margaret DeLorenzo  
Secretary

STATE OF FLORIDA )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me on this the 31<sup>st</sup> day of March, 2011, by ERNIE PISCITELLO, President of The Villages at Country Creek I Homeowners Association, Inc., a non-profit Florida corporation, on behalf of the corporation. ~~He~~She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

(Notary Seal)



[Signature]  
Signature of Notary Public  
DONNA W. DOLAN  
Printed Name  
Commission No:

**EXHIBIT A****AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE VILLAGES AT COUNTRY CREEK I HOMEOWNERS ASSOCIATION,  
INC.**

Pursuant to Section 617.1002 and 617.1007 Florida Statutes, these Articles of Incorporation of The Villages at Country Creek I Homeowners Association, Inc., a Florida corporation not-for-profit, which was originally incorporated under the same name on September 10, 1987, are hereby amended and restated in their entirety. The Amended and Restated Articles of Incorporation of The Villages at Country Creek I Homeowners Association, Inc., shall henceforth be as follows:

**ARTICLE I**

**NAME.** The name of the corporation is The Villages at Country Creek I Homeowners Association, Inc., sometimes hereinafter referred to as the "Association".

**ARTICLE II**

**PRINCIPAL OFFICE.** The principal office of the corporation shall be at 21131 Country Creek Drive, Estero, Florida 33928.

**ARTICLE III**

**PURPOSE AND POWERS** . This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants, Conditions, and Restrictions for the Villages at Country Creek originally recorded in the Public Records of Lee County, Florida, Document Number N22435, and as amended, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration for the Villages at Country Creek I Homeowners Association, Inc. and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the

property of the corporation;

- (B) to make, amend and enforce reasonable rules and regulations governing the operation of the residential neighborhood known as The Villages at Country Creek I Homeowners Association, Inc.;
- (C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable rules of the Association;
- (D) to employ a property management company/property manager, accountants, attorneys, and other professional personnel to perform the services required for proper operation of the properties;
- (E) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests present and voting, in person or by proxy, at a duly called meeting of the membership.
- (F) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership;
- (G) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation; and
- (H) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.
- (I) Assist, cooperatively with The Villages at Country Creek Master Association, Inc. in the administration and enforcement of the Declaration of Covenants, Conditions and Restrictions for The Villages at Country Creek as the same is more particularly set forth in Official Records Book 1940, Pages 1328 et seq., Public Records of Lee County, Florida, as amended and supplemented from time to time.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Amended & Restated Declaration, these Amended and Restated Articles of Incorporation and the Amended and

Restated Bylaws.

#### **ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS** . Membership and Voting Rights shall be as set forth in the Declaration and Bylaws of the Association.

#### **ARTICLE V**

**TERM** . The term of the Association shall be perpetual.

#### **ARTICLE VI**

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

#### **ARTICLE VII**

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

- (A) **Proposal**. Amendments to these Articles shall be proposed by a majority of the board of directors or upon petition of ten percent (10%) of the Voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) **Vote Required**. Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least two-thirds (2/3) of the Voting Interests present, in person or by proxy at a members' meeting noticed for that purpose and at which a quorum is present or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to members of the Association, and that the notice contains the text of the proposed amendment.
- (C) **Effective Date**. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Articles, which certificate shall identify the Book or Page or Instrument Number of the Public Record(s) where the Articles are recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the Articles are recorded in the Public Records of Lee County, Florida.

## **ARTICLE VIII**

**DIRECTORS AND OFFICERS.** Each director and each officer must be a member or the spouse of a member of the Association in order to be eligible to serve as a director or officer.

- (A) The affairs of the Association will be administered by a board of directors consisting of five (5) directors. Directors must be members of the Association.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may only be removed by the members and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board.

## **ARTICLE IX**

**INDEMNIFICATION** . To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every director, officer and manager of the Association against all expenses and liabilities including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a director, officer or manager of the Association. The foregoing right of indemnification shall not apply to:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in any proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the director, officer or manager had no reasonable cause to believe his action was unlawful.
- (C) A transaction from which the director, officer or manager derived an improper personal benefit.
- (D) Wrongful conduct by directors, officers or managers in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested directors or the board of directors first approves such settlement as being in the best interest of the Association. The foregoing rights of



indemnification shall be in addition to, and not exclusive of all other rights to which a director, officer or manager may be entitled.

### **ARTICLE X**

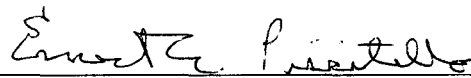
**EMERGENCY POWERS** . The Association shall have the emergency powers as set forth in the Association's Bylaws.

### **ARTICLE XI**

**DISSOLUTION** . The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3) of the total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed, amended or assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

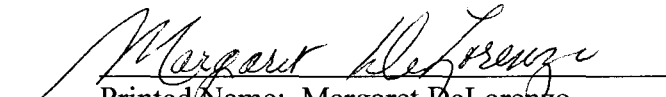
### **ARTICLE XII**

**CERTIFICATION** . The undersigned President of the Corporation hereby certifies that (i) the date of the adoption of these Amended and Restated Articles of Incorporation was March 31, 2011, (ii) these Amended and Restated Articles of Incorporation were adopted by a two-thirds (2/3) affirmative vote of the members voting in person or by proxy at a duly called meeting of the Association's membership, and (iii) these amendments shall be effective upon their filing with the Florida Department of State.



By: Ernest A. Piscitello, President

ATTESTED TO BY:

  
Printed Name: Margaret DeLorenzo  
Secretary

**EXHIBIT B**

**AMENDED AND RESTATED BYLAWS  
OF  
THE VILLAGES AT COUNTRY CREEK I HOMEOWNERS ASSOCIATION,  
INC.**

1. **GENERAL.** These are Bylaws of The Villages at Country Creek I Homeowners Association, Inc., hereinafter the "Association", a corporation not-for-profit organized under the laws of Florida as a community association for the purpose of operating a residential neighborhood Homeowner's association. All prior Bylaws, if any, are hereby revoked and superseded in their entirety. The defined terms used herein shall have the meanings as set forth in the Declaration.

1.1 **Principal Office.** The principal office of the Association shall be at 21131 Country Creek Drive, Estero, Florida 33928.

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 "corporation not for profit". The seal may be used by causing it or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

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

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

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot of the Member.
- (B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (C) Designation, in writing, of a Primary Occupant, which is required when title to a Lot is held in the name of a corporation or other entity which is not a natural person.

2.2 **Voting Interests/Suspension of Voting Right.** The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of possible votes (the Voting Interests) of the Association is 195. The vote for such Lot shall be exercised as such Members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. The vote of a Lot is not divisible. The right to vote will be suspended by the Board of Directors for non-payment

of regular or special Assessments owed to the Association that are delinquent in excess of 90 days.

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

**2.4 Termination of Membership.** The termination of Membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his Membership, nor does it impair any rights or remedies the Association may have against any former Owner or Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto.

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

**3.1 Annual Meeting.** There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year in the first calendar quarter at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

**3.2 Special Members' Meetings.** Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least ten percent (10%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

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

**3.4 Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the designated Voting Interests shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Declaration or these Bylaws.

**3.5 Membership Approval.** The acts approved by a majority of the Voting Interests present, in person or by proxy, cast by the Members at a meeting of the Members at which a quorum has been attained shall be binding upon all residential Lot and Home Owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the Governing Documents.

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

**3.7 Adjourned Meetings.** Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

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

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

**3.9 Minutes.** Minutes of all meetings of the Members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by Members or

their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting and then approved at the next regularly scheduled respective meeting of the Board or the Members.

**3.10 Parliamentary Rules.** Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

**3.11 Action by Members Without Meeting.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting or written consents, setting forth the action to be taken, are signed by the Members having not less than a minimum number of votes that would be necessary to take such action at a meeting, or sixty percent (60%) of the total votes of the entire Membership, whichever is greater. Upon receiving the requisite number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special meeting of the Membership, as elsewhere provided in these Bylaws. The written consents used to authorize an action without a meeting shall become a part of the Association's records.

**3.12 Approval or Disapproval of Matters.** Whenever the decision of an Owner is required upon any manner, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Lot at an Association meeting, unless the joinder of record Owners is specifically required.

**3.13 Voting at Meetings of Master Association.** Except for the election of directors, all votes pertaining to the Master Association shall be cast directly by each Member.

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

**4.1 Number and Terms of Office.** The number of Directors which constitutes the whole Board of Directors is currently five (5). All Directors shall be elected for a term of two (2) years each. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided herein.

**4.2 Qualifications.** Each Director must be an Owner or Primary Occupant or the spouse of an Owner or Primary Occupant. In the case of a Lot owned by a corporation, any, one officer of the corporation is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor or settler of the trust, or any one of the beneficial Owners residing in the Lot is eligible to be elected to the Board of Directors. No person shall be elected or appointed for successive terms totaling greater than four (4) years, unless there occurs a hiatus of at least two (2) years between terms. Initial terms by appointment for less than one year shall be excluded from consideration in determining the total number of years served.

**4.3 Nominations and Elections.** At each Annual Meeting the Members shall elect as many Directors as there are regular terms of Directors expiring. The nominating committee, if any, may submit its recommended nominees for the office of Director in time to be included with notice of the annual meeting; any other eligible person may also be nominated as a candidate from the floor at the annual meeting. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each Lot as many votes for Directors as there are Directors to be elected. No Member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off shall be held at the annual meeting to break a tie vote.

**4.4 Resignation; Vacancies on the Board.** Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. Should the seat of any Director become vacant during the term of a Director's service due to death, resignation, or otherwise except recall, the remaining Members of the Board of Directors shall fill the vacancy by appointment. The appointed Director shall fill the vacancy for the remainder of the unexpired term. The remaining Board Members shall fill the vacancy with any person that is otherwise eligible. A recall of a director(s) shall be accomplished by a majority vote, either by written petition or at a meeting, of the entire Voting Interests (one Voting Interest per each Lot).

**4.5 Recalled Directors.** If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any Member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs. No Director that has been recalled shall be eligible to serve on the Board again until the next election following the expiration of the recalled Board Member's expired term.

**4.6 Removal of Directors.** Any or all Directors may be removed with or without cause by a majority of the Voting Interests, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a

dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of this meeting is given.

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

**4.8 Regular Meetings.** Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, e-mail, telephone or telegram at least forty-eight (48) hours. Except that at any meeting at which the Board of Directors will consider a special Assessment or a rule that regulates parcel use, the notice period shall be at least fourteen (14) days.

Homeowners have the right to attend all meetings of the Association board of directors and to speak for at least 3 minutes on any matter for which the board is responsible. Homeowners will make arrangements to speak at a meeting by writing their names and the subject on which they would like to speak on a sign-up sheet on the meeting table of the board.

**4.9 Special Meetings.** Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours notice of a special meeting shall be given to each Director, personally, by e-mail or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

**4.10 Notice to Owners.** Meetings of the Board of Directors shall be open to Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together with an agenda, shall be posted conspicuously in the Community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which Assessments are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of the Assessments. The location of official notices shall be established by the Board of Directors and announced at each annual meeting.

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

**4.12 Quorum of Directors.** A quorum at a Board meeting shall be attained by the presence of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can

hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

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

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

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

**4.16 Directors' Fees and Reimbursement of Expenses.** Neither Directors nor officers shall receive compensation for their services as such. This does not preclude the board of directors from employing officers as employees of the Association. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

**4.17 Committees.** The Board of Directors shall appoint standing and ad-hoc committees, as the Board deems necessary for the efficient and effective operation of the Association. All such committees shall have the powers and duties assigned to them in the Bylaws and in the resolution creating the committee.

## **5. OFFICERS.**

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



be more than one (1) Vice-President.

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

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

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

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

**5.6 Professional Management.** The Association has the power through its Board of Directors to contract with a licensed professional property management company. Pursuant to a written contract between the Association and such professional property management, it is expressly understood that each officer may delegate certain duties to be handled by such property management company, but that such officer will continue to possess oversight authority and responsibility.

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

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

**6.2 Accounts of the Association.** The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Owner. Such accounts shall designate the name and mailing address of each Owner, the amount and due date of each Assessment or charge, amounts paid, date of payment and the balance due.

**6.3 Budget.** The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown as a separate line item in the Budget. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered shall be mailed to or served on each Owner not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

**6.4 Reserves.** The Board of Directors 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. These funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

**6.5 Assessments; Installments.** The regular annual Assessment shall be paid in advance, to the Association; (1) annual assessment paid quarterly, and (2) special assessments for capital improvements. Written notice of the annual Assessment shall be sent to the Owners of each Lot prior to the annual installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the annual installment is due, it shall be presumed that the amount of such installment is the same as the last annual installment, and payments shall be continued at such rate until a budget is adopted and the new annual Assessment is calculated, at which time an appropriate adjustment shall be added to or subtracted from each Owner's next due annual installment.

**6.6 Special Assessments.** Duly approved special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which a special Assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the Owners that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment. The funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law. The total of all special Assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the Voting Interests first consent.

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

**6.8 Financial Reports.** Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report showing in reasonable detail the financial statements prescribed in conformity with generally accepted accounting principles or a cash basis financial report of actual receipts and expenditures showing the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. Within twenty-one (21) days after the financial report is completed but not later than one-hundred twenty (120) days from the close of the fiscal year, the Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

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

**6.10 Co-Mingling of Funds.** All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors.

**6.11 Application of Payments.** Regardless of a restrictive endorsement, all payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and regular or special Assessments, in such manner and amounts as the Board of Directors may determine.

**6.12 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America, only with the prior consent of the Membership.

**7. RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each residential Owner. The Board shall have the power to impose fines, as further provided in Section 15.3 of the Declaration for violations of the rules and regulations.

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

**8.1 Fines; Suspensions.** The Board of Directors may levy fines and/or suspensions against Members, or Members' tenants or Guests, or both, who violate any provision contained in the Governing Documents, or the rules and regulations or who condone such violations by their Family Members, Guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The fine for a continuing violation shall not exceed amounts set forth by Florida law (\$100 per day for each day the violation continues but not to exceed \$1000). Suspensions of the use of Common Areas and facilities may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Member, and if applicable to any Family Members, Guests or lessees of the Homeowner. The written notice shall include:

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

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

(B) Hearing. At the hearing, the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to

respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Members appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy the fine

- (C) Collection of Fines. The fined Owner shall pay the fine within thirty (30) days from the date the fine was levied. Any fine not paid within thirty (30) days shall begin accruing interest at the maximum rate allowed by law (18%) on the thirty-first (31<sup>st</sup>) day and continuing thereafter until paid. If the Association is forced to file suit in the courts of Lee County to collect any fine (including interest) due to the Association, the Association shall be entitled to recover its reasonable attorneys' fees and costs in addition to the unpaid fine and any interest accrued thereon.

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

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

**(A) Proposal.** Amendments to these Bylaws shall be proposed by a majority of the board of directors or upon petition of ten percent (10%) of the Voting Interests, and shall be submitted to a vote of the members not later than the next annual meeting.

**(B) Vote Required.** Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of two-thirds (2/3) of the Voting Interests present, in person or by proxy, at a member's meeting noticed for that purpose, and at which a quorum is present, or by approval in writing of a majority of the Voting Interests without a meeting, providing that the notice of any proposed amendment has been given to Members of the Association, and that the notice contains the text of the proposed amendment.

Amendments may be adopted without a meeting by following the procedure set forth in Section 3.11 of the Bylaws.

**(C) Effective Date.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall identify the Book or Page or Instrument Number of the Public Record(s) where the Bylaws are recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

**10. EMERGENCY POWERS.** In the event of any "emergency" as defined in Section (G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes (2009), as amended from time to time.

- (A)** The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (B)** The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C)** During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- (D)** Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- (E)** Any officer, director or employee of the Association acting with a reasonable belief that his/her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F)** These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G)** For purposes of this Section only, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

- (1) a state of emergency declared by local civil or law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order
- (4) federal or state "disaster area" status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

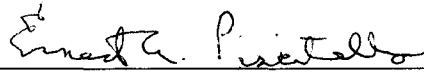
- (H) The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.
- (I) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- (J) The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of any emergency pursuant to Section 720.303(8)(a), Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board.
- (K) The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Lots or Parcels, common elements, limited common elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

## 11. MISCELLANEOUS.

**11.1 Gender; Number.** 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.

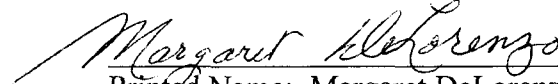
**11.2 Severability.** If any portion of these Bylaws is void or becomes unenforceable, the remaining provisions shall remain in full force and effect.

**11.3 Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants, Conditions, Restrictions and Easements, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.



By: Ernest A. Piscitello, President

ATTESTED TO BY:



Printed Name: Margaret DeLorenzo

Secretary