

EXHIBIT "1"

This instrument prepared by:
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Second Amended and Restated Declaration of
Covenants and Restrictions
of
THE TREETOPS AT RANGER POINT, A SUBDIVISION

***SUBSTANTIAL REWORDING OF DECLARATION OF COVENANTS AND
RESTRICTIONS - SEE CURRENT DECLARATION OF COVENANTS AND
RESTRICTIONS FOR CURRENT TEXT***

These are the Second Amended and Restated Covenants and Restrictions for The Treetops at Ranger Point Homeowners' Association, Inc. originally filed with the Florida Department of State on or about January 10, 1989, under Chapter Number 720. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter §617 and §720, Florida Statutes (2018).

In a Declaration of Covenants and Restrictions recorded at O.R. Book 1015, Pages 1186 et seq. of the Charlotte County Public Records on January 10, 1989, the Developer did submit to ownership pursuant to Chapter 720, Florida Statutes, known as the Homeowners Act, that property situated in Charlotte County, Florida, more particularly described as follows:

Lots 1 through 67, The Treetops at Ranger Point, Phase I, as per Plat thereof recorded in Plat Book 16, Pages 50A through 50C, of the Public Records of Charlotte County, Florida

More particularly described as:

PARCEL A:

Commence at the Southwest corner of Lot 352 according to the plat of Plan No. 1 of a part of Ward 2, El Jobe-an, as recorded in Plat Book 2, at Page 39 of the Public Records of Charlotte County, Florida, said corner lying on the Northeasterly right-of-way line of Sturkie Avenue; Thence N 12°04'06" E, a distance of 185.83 feet to the P.C. of a curve concave to the Southeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 77°55'54" E, a distance of 353.00 feet; Thence N 12°04'06" E, a distance of 50.00 feet; Thence N 77°55'54" W, a distance of 81.00 to the P.C. of a curve concave to the Northeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence N 12°04'06" E, a distance of 600.00 feet to the P.C. of a curve concave to the Southeast, said curve having a radius

of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 77°55'54" E, a distance of 22.67 feet; Thence N 12°04'06" E, a distance of 50.00 feet; Thence N 77°55'54" W, a distance of 32.67 feet to the P.C. of a curve concave to the Southeast, said curve having a radius of 75.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 117.81 feet; Thence S 12°04'06" W, a distance of 600.00 feet to the P.C. of a curve concave to the Northwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 35.27 feet; Thence N 77°55'54" W, a distance of 162.00 feet to the P. C. of a curve concave to the Northeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence N 12°04'06" E, a distance of 750.00 feet to the P.C. of a curve concave to the Southeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 77°55'54" E, a distance of 477.09 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 375.00 feet; Thence along the arc of said curve, through a central angle of 30°00'00", a distance of 196.35 feet; Thence S 47°55'54" E, a distance of 599.17 feet; Thence S 77°55'54" E, a distance of 76.98 feet to a point on the arc of a curve concave to the Southeast, said curve having a radius of 332.00 feet; Thence along the arc of said curve, through a central angle of 7°15'15", a distance of 42.03 feet to a point which bears N 53°06'38" W of and is 332.00 feet distant from, the radius point; Thence N 47°55'54" W, a distance of 821.32 feet; Thence N 77°55'54" W, a distance of 694.74 feet; Thence S 72°04'06" W, a distance of 58.46 feet; Thence S 12°04'06" W, a distance of 70.77 feet; Thence S 77°55'54" E, a distance of 81.00 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 12°04'06" W, a distance of 50.00 feet to the P.C. of a curve concave to the Northwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence N 77°55'54" W, a distance of 81.00 feet; Thence S 12°04'06" W, a distance of 50.00 feet; Thence S 77°55'54" E, a distance of 81.00 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 12°04'06" W, a distance of 600.00 feet to the P.C. of a curve concave to the Northwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence N 77°55'54" W, a distance of 81.00 feet; Thence S 12°04'06" W, a distance of 50.00 feet; Thence S 77°55'54" E, a distance of 81.00 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 12°04'06" W, a distance of 156.97 feet to the NLY right-of-way of Sturkie Avenue; Thence S 47°55'54" E, a distance of 57.73 feet along said right-of-way, to the Point of Beginning

The Property is further described at Plat Book 16, Pages 50A through 50C, Charlotte County Public Records.

Said Declaration was subsequently amended as follows:

First Amendment to Declaration of Covenants and Restrictions for the Treetops at Ranger Point recorded at O.R. Book 1089, Pages 0418 et seq., Charlotte County Public Records.

Certificate of Amendments to the Declaration of Covenants and Restrictions for the Treetops at Ranger Point recorded at O.R. Book 2951, Pages 0591 et seq., Charlotte County Public Records.

Certificate of Amendment – Amended and Restated Declaration of Covenants and Restrictions for the Treetops at Ranger Point recorded at O.R. Book 3650, Pages 1779 et seq., Charlotte County Public Records.

Certificate of Amendment – First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Treetops at Ranger Point recorded at O.R. Book 3783, Pages 0327 et seq., Charlotte County Public Records.

Certificate of Second Amendment to Amended and Restated Declaration of Covenants and Restrictions for the Treetops at Ranger Point recorded at O.R. Book 4294, Pages 0651 et seq., Charlotte County Public Records.

The submission of the land to the Declaration of Covenants and Restrictions by that document is and will remain effective. By adoption of this Second Amended and Restated Declaration of Covenants and Restrictions, the Association members hereby adopt certain amendments to the Declaration of Covenants and Restrictions and hereby restate the Declaration of Covenants and Restrictions in its entirety. By adoption of this Second Amended and Restated Declaration of Covenants and Restrictions, the members of the Association ratify governance of the property described above and the provisions of the Homeowners Act.

ARTICLE I

DEFINITIONS

The following definitions apply with respect to this Declaration:

1.1 "Articles" means the Articles of Incorporation of the Association.

1.2 "Association" shall mean and refer to "THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC.", a Florida not-for-profit corporation, whose purpose is to administer The Properties in accordance with the provisions of this Declaration and the governing documents of the Association.

1.3 "Association Owned Property" shall mean that property to which the Association holds title but is not part of the common properties.

1.4 "Board" means the Board of Directors of the Association.

1.5 "Bylaws" means the Bylaws of the Association.

1.6 "Common Properties" shall mean and refer to those areas of land shown on Exhibit "B", as well as any additional parcels of land the Association may from time to time designate as Common Properties. The "Common Properties" subject to this Declaration, are intended to be used and devoted to the common use and enjoyment of the owners of "The Properties" but shall not include Association owned property.

1.7 "Declaration" means this Second Amended and Restated Declaration of Covenants and Restrictions for THE TREETOPS AT RANGER POINT, A SUBDIVISION, and all amendments to this Declaration.

1.8 "Development" shall mean and refer to all property legally described as set forth in Exhibit "A" attached to this Declaration, this term being sometimes used interchangeably with "The Properties".

1.9 "First Mortgage" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its holdings.

1.10 "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, holding companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities to include without limitation, an agency of the United States Government, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, the Administrator of the Veterans Administration or Federal Housing Administration, Federal or State agencies, and other similar insurers and guarantors of mortgages, or other lender generally recognized as an institutional type lender, or the Developer, holding a mortgage on any of the property or the lots, and insurers or guarantors of same. This will also include the successors and/or assigns of the above entities.

1.11 "Governing Documents" shall mean this Declaration, the Second Amended and Restated Articles of Incorporation, the Second Amended and Restated Bylaws and any Rules.

1.12 "Lot" shall mean and refer to that portion of land shown upon any recorded subdivision of The Properties.

1.13 "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

1.14 "Notice" shall mean and refer to:

1.14.1 Written notice delivered personally or mailed to the last known address of the intended recipient in the manner set forth in the Bylaws of the Association; or

1.14.2 Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Charlotte County; or

1.14.3 Notice given in any other manner provided in the Bylaws of the Association.

1.15 "Open Space" shall mean and refer to those areas of The Properties which constitute open area, clear from the ground upward, devoid of residential and commercial buildings, accessory structures and impervious areas (except, however, those buildings used exclusively for recreational purposes).

1.16 "Owner" shall and refer to the record owner, whether one or more persons or entities, of the fee simple title any Lot situated upon The Properties but shall not mean and refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.17 "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration. Initially, that property described on Exhibit "A" shall constitute "The Properties".

1.18 "Roads" shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, and avenues including the entire rights-of-way described with the property described in Exhibit "B" and any extension thereof as designated by Developer pursuant to this Declaration.

1.19 "Rules" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under this Declaration or any other Land Use Document.

1.20 "Single Family" shall mean and refer to either a single person occupying a single family residence and maintaining a household, including not more than one authorized tenant; or two or more persons related by blood, marriage, or adoption occupying a Lot and living together and maintaining a common household, including not more than one authorized tenant; or not more than four unrelated persons occupying a Lot as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

1.21 "Unimproved Lot" shall mean and refer to a Lot owned by an Owner for which a certificate of occupancy or completion for a single-family residence has not been issued by the appropriate governmental authority.

1.22 "Voting Interest" means the voting rights distributed to the Members of the Association, and, except as otherwise provided in this Declaration, shall be one (1) vote for each Lot located within the subdivision or as reflected on the Plat.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND AMENDMENTS THERETO

2.1 Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Charlotte County, Florida, and is more particularly described as per Exhibit "A". All of the foregoing real property shall sometimes be referred to as "Existing Property".

2.2 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

2.2.1 Additions by Approval of Members: Upon approval in writing of the Association pursuant to a vote of its Members as provided in Article 8.5, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property.

2.2.2 Additions by Mergers: Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Existing Property together with the Covenants and Restrictions established upon any other property as one scheme.

2.3 Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION: TURNOVER

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member.

3.2 Voting Rights. The voting rights of the Members shall be governed by Article 3 of the Amended and Restated Bylaws of the Association.

3.3 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached hereto as Exhibit "C".

3.4 Bylaws. A copy of the Amended and Restated Bylaws of the Association is attached hereto as Exhibit "D".

3.5 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Development, the Association shall not be liable to lot owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

3.6 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Lot.

3.7 Approval or Disapproval of Matters. Whenever the decision of a Member is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Bylaws of the Association.

3.8 Action Without A Meeting (Members). Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.9 Availability. The Association shall be required to make available to Owners, lenders and the holders and insurers of the first mortgage on any Lot, current copies of the Declaration, Bylaws and other rules governing the Development, and other books, records and financial statements of the Association in accordance with Chapter 720, Florida Statutes, as same may be amended from time to time. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the Development, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

ARTICLE IV **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4 and the additional provisions of this Declaration, every member, his agents, licensees and invitees, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of the Common Properties, and each easement shall be appurtenant to and shall pass with a title to every Lot. Such easements of enjoyment shall include but not be limited to the Members' right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to a Lot.

4.2 Title to Common Properties. Title to Common Properties is vested in the Association.

4.3 Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

4.3.1 The right of the Association to charge reasonable fees for the maintenance and use of the Common Properties; and

4.3.2 The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a special or regular meeting of Members called for such purpose, of which fifteen days' written notice was sent to each Member, that the vote of two-thirds of the voters present, either in person or by proxy, was obtained, agreeing to such dedication or transfer; except notwithstanding the foregoing the Association Board may dedicate the sewer and utility lines to any such public agency if such agency will provide sewer and utility service to the Development; and

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

4.3.4 The right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration; however, the right to use Common Properties may be suspended in accordance with Chapter 720, Florida Statutes, as same may be amended from time to time, if a Member becomes delinquent more than ninety (90) days in the payment of assessments.

4.3.5 Notwithstanding any provision herein to the contrary, access by a Member to a Lot shall never be prohibited by the Association.

4.4 Utility and Irrigation Easements. There is reserved unto the Association the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Properties and The Development in addition to those easements already reserved.

4.5 Easement for Governmental, Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

4.6 Easements for Right of Use. Each Lot shall be subject to an easement of either 3.5 or 7.5 feet in width running the length of one of the side Lot lines, which easement shall be in

favor of the adjoining property owner thereto for the use and benefit of the adjoining property owner. The exact location of these easements has been designated on the Plat of the development.

ARTICLE V

COVENANT FOR ASSESSMENTS

5.1 Classification of Expenses. The Association Expenses are classified as Common Expenses and Individual Expenses.

5.2 Common Expenses. Except for expenses that are classified as Individual Expenses, all expenses incurred by the Association pursuant to the provisions of this Declaration in connection with the management, maintenance and administration of the Subdivision and the operation, maintenance, improvement, protection, management and conservation of the Common Areas shall constitute "Common Expenses" of the Association. Funds for the payment of the Common Expenses shall be collected by the Association through Assessments against the Lots in accordance with the provisions of Article 10. By way of illustration, and not as a limitation, the Common Expenses shall include:

5.2.1 Costs of operation, maintenance, mowing, repair and replacement of the Common Areas and Tracts, and costs of Lot maintenance which is the responsibility of the Association, and costs associated with maintaining on-site and off-site surface water management system. Without limiting the foregoing, such expenses shall include costs associated with maintaining and repairing perimeter fences, the pool and pool house, roads and sidewalks, curbs, and subdivision signage.

5.2.2 Costs of management of the Subdivision and administrative costs of the Association, including professional fees and expenses and compensation to any manager or management company providing management services to the Association.

5.2.3 Costs of electricity and other utilities furnished to the Common Areas.

5.2.4 Costs of performing the Association's obligations under the covenants hereof.

5.2.5 Costs of labor, material and supplies used in conjunction with the performance of the Association's obligations under this Declaration.

5.2.6 All taxes assessed against the Common Areas.

5.2.7 Premium costs of all property and liability insurance procured by the Association.

5.2.8 Costs incurred by the Association, upon approval by the Board, for the installation of Improvements to the Common Areas or for the purchase of additional lands,

leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities acquired for the benefit of all the Owners; provided that if the cost of any of such items is more than 30 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by the affirmative vote of Owners holding a majority of the total votes of the Association membership.

5.2.9 A reasonable contingency fund for the ensuing fiscal year in such amount, if any, as the Board may deem appropriate.

5.2.10 A reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements in such amount, if any, as the Board may deem appropriate.

5.2.11 All other expenses deemed necessary or desirable by the Board for accomplishing the purposes, objectives, or responsibilities of the Association with respect to the Subdivision.

5.3 Individual Expenses. "Individual Expenses" shall mean all expenses (together with any applicable Administrative Fee and Attorney's Fees) incurred by the Association with respect to a Lot pursuant to the provisions of this Declaration in connection with any of the following:

5.3.1 The performance by the Association of any of the maintenance responsibilities of the Owner of the Lot pursuant to Article 6.4 or Article 6.5.

5.3.2 The enforcement by the Association against the Lot or its Owner of any of the restrictions or other provisions of this Declaration applicable to such Lot except for judicial actions in which the Lot's Owner is the prevailing party.

5.3.3 The performance by the Association of any of its maintenance responsibilities pertaining to the Subdivision if, in the judgment of the Board, such performance was necessitated by the carelessness, negligence, or intentional act of the Lot's Owner or the Owner's family, guests, tenants, or invitees.

5.3.4 Any other action, service, or matter, the costs of which are specifically included in the Individual Expenses by the terms of this Declaration.

Individual Expenses shall also include any Fine assessed against a Lot's Owner.

5.4 Classification of Assessments. There shall be three types of Assessments, to-wit: a) Annual Assessments, which shall be levied pursuant to Article 5.5 for the payment of the Common Expenses; b) Special Assessments, which shall be levied pursuant to Article 5.6 to supplement the Annual Assessments; and c) Individual Assessments, which shall be levied pursuant to Article 5.7 for the payment of Individual Expenses.

5.5 Annual Assessments. The Common Expenses shall be payable through Annual Assessments levied by the Board against each Lot. Prior to December 31 of each year, the Board shall establish and adopt a budget for the Common Expenses for the next fiscal year and thereupon levy an Annual Assessment against each Lot. The budget and Annual Assessments shall be in such amount as shall be deemed sufficient in the judgment of the Board to enable the Association to pay the Common Expenses as and when they become due.

5.6 Special Assessments. The Board may levy a Special Assessment against each Lot in the event the revenue receivable by the Association pursuant to the Common Expenses budget adopted by the Board for any fiscal year is insufficient to pay the Common Expenses for such fiscal year; in the event of emergency situations requiring additional funds for the payment of the Common Expenses; or in the event Association reserves are insufficient to cover Association capital expenditures.

5.7 Individual Assessments. Each Lot for which the Association incurs Individual Expenses pursuant to Article 5.3 shall be subject to Individual Assessments levied by the Board for the payment of such Individual Expenses. Except as otherwise provided by action of the Board, each Individual Assessment shall be deemed levied by the Board upon delivery of notice of such Individual Assessment in accordance with the provisions of Article 6.6.

5.8 Apportionment of Annual and Special Assessments. All Annual Assessments and Special Assessments levied by the Board for the payment of Common Expenses shall be allocated to and payable by the Lots in accordance with the following provisions:

5.8.1 Assessment Shares. Each Lot shall be allocated a numerical share (the "Assessment Share") on which the amount of Annual Assessments and Special Assessments levied against the Lot shall be based. One Assessment Share shall be allocated to each Lot.

5.8.2 Assessment Amount. All Annual Assessments and Special Assessments levied by the Board shall be apportioned among the Lots such that the ratio of 1) the Assessment amount charged to and payable to each Lot, to 2) the total Assessments then charged and payable by all the Lots (determined without regard to the provisions of Article 6.11), shall be the same as the ratio of 3) the Assessment Share allocated to such Lot, to 4) the total Assessment Shares allocated to all the Lots.

5.9 Notice of Assessments. Notice of Assessments shall be given as follows:

5.9.1 On or before December 31 of each year, the Association shall notify each Owner of the amount of the Annual Assessment levied against such Owner's Lot for the next fiscal year. The notice shall include a copy of the Common Expenses budget for such fiscal year. Failure to timely provide the said notice shall not, however, be a defense to the obligation of an Owner to pay same.

5.9.2 Notice of Individual Assessments. Notice of each Individual Assessment shall be given by the Association to the Owner of the Lot against which the Individual Assessment is levied within 90 days after the Individual Expenses to which the Individual Assessment relates are incurred or otherwise determined by the Association.

5.9.3 Notice of Special Assessments. Notice of any Special Assessment levied by the Board shall be given by the Association to each Owner within 90 days after Board approval of the Special Assessment. The notice shall include an explanation of the purpose of the Special Assessment and the basis on which the Special Assessment was levied.

5.9.4 Failure to Notify. In the event the Association should fail to notify an Owner of any applicable Assessment on or before the time specified above, the levy and lien of such Assessment shall not be invalidated or otherwise affected, but the time for payment of the Assessment shall be extended by the number of days the notice is delinquent. So long as notice has properly been given, failure to receive any notice given by the Association shall not excuse an Owner from the payment of any Assessment when due.

5.9.5 Persons Entitled to Notice. Notice of any Assessment need be sent by the Association only to the Persons appearing on the Association's records as Owners as of the date of the notice. It is the duty of each Owner of a Lot that becomes subject to an Assessment subsequent to the date of notice thereof to ascertain from the Association the amount of the Assessment levied against such Lot. Failure to ascertain such amount shall not excuse any Owner from the payment of any Assessment when due.

5.10 Payment of Assessments. Assessments shall be paid in accordance with the following provisions:

5.10.1 Payment of Annual Assessments. Annual Assessments shall be payable in full on the first day of the fiscal year or in such installments, if any, as may be approved by the Board.

5.10.2 Payment of Special Assessments. Each Owner of a Lot against which a Special Assessment has been levied by the Board pursuant to Article 5.6 shall pay to the Association the full amount of the Special Assessment on or before the time established for payment by the Board; provided, however, that no Special Assessment shall be payable sooner than 30 days following notice thereof, and further provided that any Special Assessment may be payable in installments if, and only to the extent, approved by the Board.

5.10.3 Payment of Individual Assessments. Each Owner of a Lot against which an Individual Assessment has been levied by the Board pursuant to Article 5.7 shall pay to the Association, within 30 days after notice thereof, the full amount of the Individual Assessment.

5.11 Failure to Pay Assessments. Each Assessment shall be the personal obligation of the Owner of the Lot against which the Assessment is levied, ownership being determined as of the date of such levy. If any Assessment is not paid within 15 days after the date on which payment of the Assessment is due, then:

5.11.1 Interest shall accrue on the Assessment from the due date until paid at the rate of eighteen (18%) percent per annum or such other legal rate as may be established by the Board;

5.11.2 A delinquency charge equal to Twenty-Five Dollars (\$25.00) (or such lesser amount as may be established by the Board) shall be added to the Assessment;

5.11.3 If the Assessment is payable in installments, the remaining installments of such Assessment may be accelerated by the Association to maturity if the delinquent installment, together with the delinquency charge and interest due thereon, is not paid in full by the Owner within 10 days after notice by the Association of its intent to accelerate such remaining installments; and

5.11.4 The Association may bring suit against the Owner on his or her personal obligation to recover the amount of the Assessment, together with the delinquency charge and interest and all costs incurred by the Association, including Attorney's Fees.

5.12 Proof of Payment of Assessment. Upon the request of any Owner or Institutional Mortgagee and the payment to the Association of such processing fee (not to exceed \$50) as may be established by the Board, the Association shall furnish a certificate in writing signed by an officer of the Association showing the amount of unpaid Assessments, if any, against any Lot in which such Owner or Institutional Mortgagee has an interest, the year or years for which any such unpaid Assessments were levied, and any interest or other charges owing thereon. Such certificate, in the absence of fraud, shall be conclusive evidence in favor of any Person other than the Owner of the payment of any Assessment therein stated to have been paid.

ARTICLE VI **INSURANCE**

6.1 Association Casualty Insurance. The Association may obtain and maintain in effect fire and extended coverage insurance upon the insurable portions of the Common Areas and other Improvements that the Association is obligated to maintain in such amounts as the Board may deem appropriate. The premiums for such insurance shall be paid by the Association and shall be included in the Common Expenses.

6.2 Association Liability Insurance. The Association shall maintain in effect public liability insurance in such amount as the Board may deem appropriate covering loss to the Association from damage or injury caused by the negligence of the Association or any of its

members, employees, or agents. The premiums for such insurance coverage shall be included in the Common Expenses. The Owners shall have no personal liability upon any claims made against the Association, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess the Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

6.3 Proceeds and Insurance. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interest may appear and all proceeds covering casualty losses shall be paid to the Association or to any national bank in Charlotte County with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee", as determined hereunder. All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Association Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the Owners and their mortgagees.

6.3.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are Lots the shares of each Owner being the same as his share in the common elements, as same are hereinabove stated.

6.3.2 Lots. Proceeds on account of Lots shall be held in the following undivided shares:

6.3.2.1 Partial and Total Destruction. When the property is to be restored, for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner.

6.3.2.2 Mortgagee. In the event a mortgagee endorsement has been issued as to a Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against Lots, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

6.4 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

6.4.1 Expense of the Trust. All expenses of the insurance Trustee shall be first paid for provisions made therefore.

6.4.2 Certificate. In making distribution to Owner and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the Owners and their respective shares of the distribution.

6.4.3 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association.

6.5 Reconstruction or Repair After Casualty.

6.5.1 Determination to Reconstruct or Repair. If any part of the property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

6.5.1.1 Common Areas. If the damaged improvement is in a common area, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that such shall not be accomplished.

6.5.1.2 Other Improvements:

6.5.1.2.1 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and also approval of fifty-one percent (51%) of the eligible holders of first mortgages on affected Lots is obtained.

6.6 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Owners who own the damaged Lots and against all Owners in the case of damage to common area, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the Owners for damage to Lots shall be in proportion to the cost of reconstruction and repair of their respective Lots. Such assessments on account of damage to common area shall be in proportion to the Owner's share in the common areas.

6.7 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

6.8 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee or

Association, and funds collected by the Association from assessments against an Owner shall be disbursed in payment of such costs in the following manner:

6.8.1 Association. - If costs of reconstruction and repair which are the responsibility of the Association, are more than Ten Thousand Dollars (\$10,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

6.8.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against the Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

6.8.2.1 Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Owner shall be paid by the Insurance Trustee to the Owner, or if there is a mortgagee endorsement, then to the Owner and the mortgagee jointly.

6.8.2.2 Association – Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

6.8.2.3 Association – Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

6.9 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction funds after payment of all costs of the reconstruction and repair for which the funds is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

6.10 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to an Owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so required, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

6.11 The Treetops at Ranger Point. The improvements constructed upon the Development may be insured by the Association pursuant to the terms of a Master Policy, which may be procured for fire and casualty, liability and any other policies for the benefit of the Members, such policies being in amounts that meet the minimum standards of such agencies. At a minimum the fire and casualty policies shall insure for one hundred percent (100%) of the replacement cost of the improvements (excluding land, foundations and other items not normally covered). The cost of any such policy shall be equally shared by the Members as a Periodic or Special Assessment.

ARTICLE VII

MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

7.1 Preamble. The responsibility for the maintenance of The Development is divided between the Association and the Owners. Interior maintenance of Lots is the responsibility of the Owner. Maintenance of the exterior of Lots, unless otherwise provided in this Declaration or any subsequent Declaration of Covenants and Restrictions affecting The Development, is the responsibility of the Owners. Unless otherwise provided in any of the Declarations described in the foregoing sentence, the maintenance of the Common Properties is the responsibility of the Association in the manner provided in this Declaration. The Board of Directors has the right to require the Members to maintain their Lots in a manner befitting the safety and standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to have maintained the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on the Lot. After notice by the Board of Directors shall have the right to hire maintenance people to perform maintenance work as shall be prescribed by the Board of Directors and for this purpose the Members grant unto the Board of Directors, its agents, employees, and all others designated by the Board of Directors, the right to enter upon the Lot of

the Members for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. The cost of such work required by the Board of Directors to cure maintenance deficiencies shall be an assessment against the Lot of the deficient Member as provided in Section 3 hereof.

7.2 Exterior Maintenance Responsibility of Owner. Except as otherwise provided in this Declaration, the Association shall have no exterior maintenance responsibilities, periodic or otherwise, for Lots. In the event any Owner has failed to maintain the exterior of the improvements located upon his Lot in accordance with the safety and general standards of the community, then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each Lot it deems necessary in its sole discretion, including but not limited to the following: painting; repairs; replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks; and other exterior improvements. The cost thereof shall be assessed against the Lot and shall be charged to the Owner as more particularly described in Section 3 hereof.

The Association, however, shall maintain front yard lawn areas adjacent to the roadways as shown in Exhibit "A" of The Development. The cost of this maintenance shall be a common expense.

7.3 Assessment of Costs. Any cost incurred by the Association for exterior maintenance as provided above, except the cost of front yard lawn maintenance, shall be assessed against the Lot upon which such maintenance is performed, and, at the option of the Board of Directors, either be added to and become part of the Periodic Assessment or charge to which such Lot is subject under Article 5 hereof, or become a Special Assessment or charge or as a Special Assessment, it shall be a lien against the Lot and obligation to the Owner and shall become due and payable in all respects as provided in Article 5 hereof.

7.4 Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon the exterior of any Lot at reasonable hours on any day except Sunday.

7.5 Security. Association may provide security for the Development using guard houses, gates, fences and other methods to ensure the security and safety of the Members of the Association.

7.6 Management Services. The Association may contract for the management of all or part of The Development for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

7.7 Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to The Development and may assess the costs

and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

7.8 Maintenance of Masonry Walls. Any wood, masonry or other type of fencing or walls on the common properties shall be maintained by the Association and a perpetual easement of ingress and egress over the Lots abutting any walls or fencing on the Common Properties is hereby granted to the Association for purposes of construction and maintenance activities related to any such masonry walls.

7.9 Services. The Association may contract for any or all services necessary in the Association's opinion, to preserve the value, beauty and the welfare of the Development.

7.10 Pedestrian/Bicycle Trail. Notwithstanding any provision to the contrary, the Association shall have the right to establish walkways to bike paths throughout the entire Development for the benefit of all Members of the Association both on and off "Common Properties" provided that such trail shall not encroach upon a "Lot" as established by the Association. Such walkways/paths may be relocated from time to time and may be maintained by the Association and may require the Members to so maintain such walkways or bike paths.

7.11 Recreational Facilities. The Association shall administer, regulate, and maintain the recreational facilities located upon the Common Properties, as described in Exhibit "B", for the benefit of the Members of the Association. The Board of the Association may establish rules and regulations governing the activity and use of such facilities including the clubhouse, lake, pool and tennis courts.

7.12 Roads. The Association shall maintain the roadways located within The Development.

ARTICLE VIII **GENERAL PROVISIONS**

8.1. Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

8.2. Release from Minor Violations. The Architectural Review Committee shall have the right, by written instrument, at any time to release a Lot from minor violations of this Declaration or the plat including, without limitation (a) encroachments into easements and (b) encroachments over building restriction lines.

8.3. Enforcement. The covenants, conditions and restrictions contained in this Declaration may be enforced by any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity

violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The SWFWMD will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Stormwater Management System. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this Declaration.

8.4. Notices. Notices shall be given as to Owners by posting at the Owner's dwelling or vacant Lot, or mailing first class postage prepaid to the Owner's address maintained by the Association, or by posting a notice applicable to all Owners at the Common Property, and as to Declarant, by sending certified mail to the corporate address of Declarant filed with the Florida Secretary of State.

8.5. Method of Amendment of Declaration. Except as elsewhere provided otherwise, this Declaration of Covenants and Restrictions may be amended in the following manner:

8.5.1 Proposal of Amendments. An amendment may be proposed by a majority of the Directors, or by twenty-five percent (25%) of the entire voting interests.

8.5.2 Proposed Amendment Format. Proposals to amend the existing Declaration of Covenants and Restrictions shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF COVENANTS AND RESTRICTIONS. SEE ARTICLE NUMBER FOR PRESENT TEXT."

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

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

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

8.5.6 Automatic Amendment. Whenever Chapter 720, Florida Statutes (2018) Chapter 617, Florida Statutes (2018) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration of Covenants and Restrictions, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to this Declaration of Covenants and Restrictions as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 720 of the Florida Statutes (2018), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

8.5.7 Proviso. Provided, however, that no amendment shall change the configuration of any Lot or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Lot concerned and all record Owners of the mortgages on such Lot shall join in the execution of the amendment, and all other Lot Owners approve the amendment.

8.6 Mortgagee's Consent to Amendments. This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on 50% or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within 30 days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment; provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This paragraph shall not apply or be construed as a limitation on those rights of the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

8.7 Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

8.8 Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

8.9 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

8.10 Duration and Renewal. This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of the Association, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of 10 years each unless at least one (1) year before the termination of the 30-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by 75% of all Owners and all Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the 30-year term or the 10-year extension during which such instrument was recorded, as the case may be.

ARTICLE IX

ARCHITECTURAL REVIEW COMMITTEE

9.1. Architectural Review Committee. The Architectural Review Committee ("ARC") shall be composed of not less than one or more than five members, who need not be members of the Association. Initially the members of the Architectural Review Committee shall be the same as the members of the Board of Directors of the Association. Members of the Architectural Review Committee shall be appointed by, and shall serve at the pleasure of, the Board. A majority of the Architectural Review Committee members shall constitute a quorum to transact business at any meeting of the Architectural Review Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. Any vacancy occurring on the Architectural Review Committee because of death, resignation, or other termination of service of any member shall be filled by the Board. No member of the Architectural Review Committee shall be entitled to compensation for services performed unless authorized by the Board. The Architectural Review Committee may employ independent advisers, in which case reasonable compensation to such advisers shall be paid by the Association as part of the Common Expenses. All copying, telephone, telecopy, and other out-of-pocket expenses of the Architectural Review Committee shall also be paid by the Association as part of the Common Expenses.

9.2. Architectural Review Procedure.

9.2.1 Construction Subject to Review. All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Board of Directors upon favorable recommendation by the Architectural Review Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows and trim); alteration or painting of driveways; replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings; installation of a well; and initial landscaping and any material alteration of landscaping. Construction effected by or on behalf of the Association will not be subject to review by the Architectural Review Committee.

9.2.2 Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping; (ii) elevations of all proposed improvements; (iii) a lot survey showing current improvements; and (iv) such other items as the Architectural Review Committee requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Architectural Review Committee. Application forms are available at the Association Clubhouse or at www.treetops.us.

9.2.3 Basis for Decision. The Board of Directors in making its decisions and Architectural Review Committee in providing its recommendations, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee and/or the Board of Directors will affect the desirability or suitability of the construction. The Board of Directors and the Architectural Review Committee will not be limited to the specific restrictions and requirements of this Article in making its decision or recommendation. All decisions of the Board of Directors or Architectural Review Committee shall be final and binding on the Owners.

9.2.4 Application Fee; Deposit. The Architectural Review Committee may establish procedures for the review of applications, and impose a reasonable fee to be paid by the applicant. The Architectural Review Committee also may require any applicant to post a security deposit to ensure that all work is effected only in accordance with approved plans. The Architectural Review Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

9.2.5 Notification of Approval. The Board of Directors must notify an applicant in writing of its decision within 30 days of receiving a completed application. If approval or disapproval is not given within 30 days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension.

9.2.6 Enforcement. If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, the Association through its Board of Directors, may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorneys fees at trial or on appeal. Any such action also shall determine entitlement to any retained security deposit. Each Owner will have the right to enforce these provisions. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

9.3. Liability. The Architectural Review Committee and the Association will not be liable to the applicant or to any other party to ensure the proposed plans comply to any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure that construction was done in accordance with the plans.

9.4. Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate an ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for or on behalf of the ARC, except the granting of variances pursuant to Article 9.8 hereof. In the absence of such designation, the vote of a majority of members of the ARC shall constitute an act of the ARC.

9.5. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

9.6. Compensation of Members. The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ARC, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ARC in carrying out its functions with prior Board approval.

9.7. Inspection of Work. Inspection of Work and correction of defects therein shall proceed as follows:

9.7.1. Upon the completion of any work for which approved plans are required under this Article IX, the applicant (the "Applicant") shall give written notice of completion to the ARC.

9.7.2. Within sixty (60) days thereafter, the ARC or its duly authorized representative may inspect such improvement. If the ARC finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in

writing of such noncompliance within such sixty (60) day period specifying the particulars of noncompliance and shall require the Applicant to remedy the same.

9.7.3. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

9.7.4. If for any reason the ARC fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

9.8. Variance. The ARC may advise the Board of Directors to authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance recommendation must be evidenced in writing which must be signed by at least a majority of members of the ARC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred within respect to the matters for which the variance were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

ARTICLE X

USE AND CONSTRUCTION RESTRICTIONS

The following Restrictions are imposed on the use of the Lots and on the construction of improvements to the Lots:

10.1 Residential Building. Except as otherwise provided herein, the Lots may be used for residential purposes and for no other purpose. The construction of a residence on a Lot is restricted to one (1) single-family detached dwelling per Lot. Lots may not be combined for the purpose of constructing a single dwelling, nor may any multi-family dwelling be constructed on

same. No business or commercial building may be erected on any Lot, and no business, occupation, profession, or religious or charitable enterprise may be conducted on any part thereof, except that: (a) an Owner may conduct a home occupation (as defined in the Charlotte County Zoning Regulations, as amended) on his Lot, if the home occupation is permitted by Charlotte County ordinances without special permit approval or other special authorization; does not involve any outdoor activity other than ingress and egress; is not accompanied by the display of any exterior sign; complies with all other provisions of this Second Amended and Restated Declaration and the Rules and Regulations; and is otherwise approved by the Association; (b) an Owner and his agents may show his Lot and Improvements thereon for sale or lease; and (c) business activities necessary for the construction of a dwelling or other improvements on an Owner's Lot shall be permitted. Notwithstanding the foregoing, the Association may conduct sales and marketing activities on and about the Lots.

10.2 Building Restrictions Lines. No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable plat or as established by the zoning regulations pertaining to or applicable to the subject property.

10.3 Minimum Floor Space. Each dwelling located on a Lot must contain at least 1,200 square feet of floor area. "Floor area" means only enclosed livable floor area ("under air") and does not include garages, porches (open or with screened enclosures), terraces, or patios. The dwelling must use, at a maximum, thirty-five percent (35%) of the Lot as the footprint for construction.

10.4 Garages. Unless otherwise specifically approved by the Architectural Review Committee, no building may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage to accommodate at least two (2) and not more than three (3) cars. No carports will be permitted. Without the prior written approval of the Architectural Review Committee, no garage may be enclosed permanently or converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

10.5 Driveways and Sidewalks. All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street (road curb) to the dwelling. Specifically, driveways and sidewalks are required to be of concrete construction. Driveways and sidewalks may not be painted or stained without prior written approval pursuant to Article 9 hereof.

10.6 Exterior Color, Materials and Appearance. All dwellings must be of a single-story, site built with a stucco finish. The color and materials of all exterior surfaces will be subject to approval of the Architectural Review Committee. The Architectural Review Committee may promulgate a list of approved colors and materials for this purpose. This Restriction includes window tints and films. All roof are to be pitched and constructed of tile or shingle of a color compatible with tile and shingle roofs currently existing in the Development. Dwelling styles are to be similar in character and design with existing dwelling styles in the Development.

10.7 Pools, Play Facilities, and Lighting. All recreation facilities constructed or erected on a Lot, including, without limitation, swimming pools and any other play or recreational structures, basketball backboards, platforms, playhouses, dog houses, or other structures of a similar kind or nature must be adequately walled, fenced, or landscaped in a manner specifically approved by the Architectural Review Committee before such facility is constructed or erected. All exterior lighting must be specifically approved by the Architectural Review Committee. Post lights, which must conform with existing community standards in style and location, and shall be installed and wired to the dwelling so they automatically turn on at night.

10.8 Non-Interference With Easements. No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any entry way, hedge, planting, tree, grass, fence, or other improvement or landscaping located within the Common Property or Stormwater Management System. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In no event shall an Owner interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same. This provision may be enforced by any person or party benefitting from the easements or responsible for the maintenance of them.

10.9 Mailboxes. All mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or permitted in only the location approved by the Architectural Review Committee and must be constructed according to a size, design and material approved by the Architectural Review Committee. All mailboxes shall conform with existing community standards in style and location and shall be mounted on support posts and installed.

10.10 Antennae, Aerials, and Satellite Dishes. No antennae or aerial may be placed on any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. No satellite dish visible either from a street, road, Common Property or other Lot may be placed on any Lot or affixed to the exterior of any building without the prior written approval of the Architectural Review Committee. The Architectural Review Committee shall have the absolute right to limit the size and placement of any satellite dish.

10.11 Clothes Drying Area. No clothesline or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot unless placed behind the dwelling in an area between the extension of the planes of the exterior sidewalls of the dwelling.

10.12 Signs. The size, color, and design of all signs located on a Lot will be subject to the approval of the Architectural Review Committee. No sign of any kind shall be displayed to general view on any Lot (whether free-standing, attached to a Building, or displayed in a window) except under any of the following circumstances:

10.12.1 Directional or traffic signs may be installed by the appropriate governmental authority, by Declarant, or by the Board, and entrance or other identification signs may be installed by or with the consent of the Architectural Review Committee;

10.12.2 One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner; and

10.12.3 A name plat and address plate in size and design approved by the Association may be displayed on a Lot.

10.13 Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building is permitted on a Lot. This restriction excludes temporary buildings used in connection with and during the construction of a dwelling if approved by the Architectural Review Committee, or by the Board of Directors.

10.14 Completion of Construction and Repairs. The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed. The Architectural Review Committee may, as a condition of approval, impose a deadline to complete construction. In addition to any other remedies, the Architectural Review Committee may impose a fine for each day of violation for work that is not diligently pursued, continued, and completed.

10.15 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in a sightly manner. If an Owner fails to undertake the necessary repair or maintenance within five days of notice of violation (given by Association or the Architectural Review Committee) or fails to complete the work within 15 days of the notice, the Association may affect the repairs or maintenance to the Owner's Lot to preserve the beauty, quality, and value of the neighborhood and the costs of these repairs or maintenance plus a 15% administrative fee shall be payable by the Owner to the party effecting the work. If the Owner fails to make this payment within five days of demand, the costs and fee will constitute an Individual Lot Assessment against the Owner's Lot. Each Owner grants the Association and its respective contractors, employees and agents a perpetual easement to enter onto the Owner's Lot to carry out the work, and releases those parties from all liability with respect to such work. Additionally, the Association may impose a fine for each day this paragraph is violated.

10.16 Noxious Vegetation. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street pavement and the front lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner. The Association may impose a fine for each day this paragraph is violated.

10.17 Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers. Trash containers must be kept

inside a garage or otherwise hidden from public view. Trash containers may be placed at the front of the Lot on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

10.18 Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests.

10.19 Parking of Wheeled Vehicles and Boats. Cars, trucks, tractors, recreational vehicles, and trailers (collectively called "Vehicles") must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise specifically permitted in this paragraph. Boats and boat trailers must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise permitted by the Architectural Review Committee. Private cars or private trucks (exclusive of all other Vehicles) owned by an Owner or an Owner's guests may be parked in the Owner's driveway, but only if they do not display commercial signs. Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may be parked in the driveway of a Lot for up to a total of 48 hours per week for loading and unloading only, and never for dwelling purposes. No Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage. No part of any vehicle parked on a driveway or on a lot shall protrude into the paved roadway. Vehicles with a carrying capacity (as defined in the vehicle registration and/or on the vehicle capacity plate) in excess of 1500 lbs. (3/4 ton) are not permitted. Vehicles of residents or guests are not to be parked on vacant lots or on common property other than that area designated as overflow parking. (The parking area at the Clubhouse/Pool.) In addition to automobiles, vans, motorcycles, mopeds, power scooters and golf carts are permitted to be parked in the garage. All permitted vehicles must operational and registered/plated with the appropriate governmental authority.

No commercial vehicles shall be allowed in the Development except for such time as is necessary to perform repairs, delivery or for temporary commercial purposes.

10.20 Landscaping. Each Lot shall be landscaped and sodded to the edge of the street. Trees and shrubs shall be planted in accordance with Charlotte County requirements and shall be subject to the provisions of review and approval of Article 9 of this Declaration. A lawn sprinkler system is required to be installed at the front and sides of the dwelling.

10.21 Animals. The following provisions shall apply to animals and pets:

10.21.1 A maximum of two (2) household pets (excluding fish and birds) may be kept at the discretion of the Association, provided they do not become a nuisance or annoyance to any neighbor. Cats, dogs, fish and birds are the only pets permitted. All pets must be restrained and kept on a leash when outside of the Owner's dwelling. All

pets must be cleaned up after and no pets shall spoil the Common Properties or any other Owner's Lot.

10.21.2 Service and/or support animals are not pets. Any owner, tenant, guest, invitee or other person who documents a reasonable need to bring a service or support animal onto the Common Properties may apply for, and the Board of Directors shall grant, permission to keep and use such animal while on Common Properties. The following provisions shall apply to pets and service and/or support animals. Pet, service and/or support animals must never be left unattended on common elements or limited common elements. The pet's and service and/or support animal's owner is responsible for the proper clean-up after the pet deposits bodily waste. Pets and service and/or support animals must be kept on a leash at all times when outside a Lot. If an animal creates a nuisance, the Board may withdraw permission to keep the pet on the Common Properties. Lot owners possessing pets and service and/or support animals shall be fully responsible for any injury or damage caused by same. Nothing in this amendment shall be construed to be in conflict with any federal or state law or regulation relating to the keeping or use of service and/or support animals. Nothing in this amendment shall be construed in such a way as to permit discrimination against any individual in connection with the rental or sale of a dwelling because of a handicap.

10.21.3 No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Lot. If, in the sole judgment of the Board it is determined that an Owner's pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is a source of excessive disturbance, annoyance, or danger to other Owners or Persons, the Owner shall take such action as the Board reasonably may require to eliminate the disturbance, annoyance or danger. The authority of the Board to restrict, prohibit, or direct the disposal of any pet shall not be construed as imposing any duty on the Board to do so.

10.21.4 Only owners are permitted to have pets in compliance with this Article 10.21 on the Properties. Tenants, invitees or guests are not permitted to have pets on the Properties.

10.22 Statuary. No statuary of any kind shall be placed upon a Lot without the prior written approval of the Architectural Committee.

10.23 Damage and Insurance Rates. No Person shall engage in any activity causing damage to, or any increase in insurance rates on, any Improvements within the Subdivision.

10.24 Clearing of Trees. No Person other than the Association shall cut down, remove, or clear from any Lot any tree having a stem diameter of four inches or greater at five feet above the natural grade, except pursuant to Plans approved by the Architectural Committee in accordance with Article 9 or except as otherwise may be authorized in writing by the Association.

10.25 Pollutants. No Person shall discharge pollutants into any street, easement, stormwater drain, or other portion of the Subdivision so as harmfully to affect any landscaping or vegetation or pollute the Stormwater Management System.

10.26 Governmental Regulations. No Person shall violate in any respect the provisions of any governmental laws or regulations applicable to the Subdivision.

10.27 Airbnb-Type Arrangements Not Permitted. No short-term home or room sharing arrangements provided or facilitated by Airbnb or its competitors is permitted.

10.28 Common Areas. No Person other than the Association shall erect, install, or alter any Improvements on, or otherwise disturb the physical condition of, any portion of the Common Areas or other property which the Association is required to maintain pursuant to the terms of this Declaration.

10.29 Fences. Fences of any type or kind whatsoever may be erected on a Lot with prior written approval pursuant to Article 9 of this Declaration. The Architectural Review Committee, in its sole and absolute discretion, may provide for the style, materials, size, construction and location of any erected fence. Fences must be maintained by the Lot Owner.

10.30 Prohibition of Wells. Wells are not permitted on any Lot.

10.31 Occupants Bound. All provisions of this Declaration and the Rules and Regulations governing the conduct of an Owner shall also apply to all occupants of the Owner's Lot and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, such provisions.

10.32 55+ Community. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each Lot while any other person occupies said Lot. Persons under the age of fifty-five (55) and over the age of eighteen (18) may occupy and reside in a Lot as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) shall not occupy a Lot on a permanent basis but may occupy a Lot on a temporary basis, not to exceed sixty (60) days in any twelve (12) month period. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age or older, provide that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty percent (80%) (or the minimum as may be established by law from time to time) of the Lots in the Development having less than one resident fifty-five (55) years of age or older.

It is the intent of this provision that the community comply with the Fair Housing Amendment Act of 1988 as the same may be amended from time to time, and comparable law adopted by the State of Florida, which currently requires that at least eighty (80%) percent of the Lots shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws.

The Board or its designee shall have the sole and absolute authority to deny occupancy of a Lot by any person(s) who would thereby create a violation of the aforesated percentages of adult occupancy. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a Lot as of the date of adoption of this Amendment. Persons who are not seventeen years of age or older shall not be permitted to use the recreation facilities of this Association unless under the supervision of an adult, except to the extent and under such conditions as the Association may provide by regulation.

ARTICLE XI

LEASING

11.1 Leasing. All leases of Lots must be in writing. A Lot owner may lease only his entire Lot, and then only in accordance with the provisions of this Section, after receiving the approval of the Association. For purposes hereof, occupancy of a Lot by a person or persons in the absence of the Owner, except for the spouse or immediate family member of the Owner or spouse of the Owner, in excess of twenty-one (21) days, shall be treated as a lease. Only natural persons may lease Lots for single family residential purposes, defined as follows: occupancy by a single housekeeping Lot composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Lot, it being the intention of this provisions to prohibit occupancy of a Lot by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws. Procedures regarding leasing are as follows:

11.1.1 Notice by the Lot Owner. An Owner intending to lease their Lot or renew or extend a lease shall give to the Board of Directors, or its designee, written notice of such intention thirty (30) days prior to the proposed transaction, the application fee, together with the name and address of the proposed tenant, an executed copy of the proposed lease, and such other information as may reasonably be required.

11.1.1.1 Tenant Applicants. Application for permission to lease shall be made on application forms available from the Association, to include provisions authorizing credit, criminal and past tenancy investigation checks. The tenant applicant shall pay to the Association a transfer fee, up to the amount allowed by law, to cover the investigative checks. The fee is non-refundable.

11.1.1.2 Approval. After the required notice, payment of application fee, and all investigation checks, information or appearances requested have been provided, the Board shall approve or disapprove the proposed tenant within the thirty (30) day time period. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand from the tenant the Board shall issue a written letter of approval to the tenant.

11.1.1.3 Disapproval. A proposed tenant may be disapproved by the Board for cause if investigative results do not meet the required minimum criteria promulgated from time to time by the Board of Directors, or are otherwise unsatisfactory. The minimum criteria shall include the following:

11.1.1.3.1 The owner is delinquent in the payment of assessments at the time the application is considered;

11.1.1.3.2 The owner has a history of leasing his Lot to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his Lot;

11.1.1.3.3 The application on its face appears to indicate that the person seeking approval intends to conduct himself in a manner inconsistent with applicable covenants and restrictions;

11.1.1.3.4 The prospective tenant has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

11.1.1.3.5 The prospective tenant has a history of conduct which evidences disregard for the rights and property of others;

11.1.1.3.6 In the case of a renewal, the tenant has during previous occupancy, evidenced an attitude of disregard for applicable covenants and restrictions; and

11.1.1.3.7 The prospective tenant gives false information or incomplete information to the Association as part of the application procedure.

11.1.1.4 Assessments. The legal responsibility for paying Association assessments shall not be delegated to or become the responsibility of the tenant, except as provided in Florida Statute §720.3085 as same may be amended from time to time.

11.1.1.5 Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board may approve or disapprove the tenant. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board

shall have the power to evict the tenant with 30 days' notice, and without securing consent to such eviction from the owner or owner's agent.

11.1.1.6 Disapproval Notice. Notice of disapproval of the tenant shall be sent or delivered to the owner and owner agent presenting the proposed intent to lease.

11.1.1.7 Board Delegation. The Board may by resolution, delegate approval powers to an ad hoc committee, which shall consist of at least two (2) Board members, two (2) association members, and the Manager.

11.2 Regulation by Association. All of the provisions of the documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Lot as a tenant or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenant(s) 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. The Board may require the use of a lease addendum to incorporate the terms of this paragraph into any lease approved by the Board. The Lot owners shall have a duty to bring his or her tenant's conduct into compliance with this Declaration or the rules and regulations by whatever action is necessary including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Lot owner fails to bring the conduct to the tenant into compliance, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorneys' fees, from the Lot owner which shall be secured by assessment and lien in the same manner as common expense charges.

11.3 Minimum and Maximum Lease Term. The minimum term of any lease shall be three (3) months and the maximum term of any lease or combination of multiple leases on the same Lot, to the same or different tenants, shall not exceed nine (9) months in any twelve (12) month period.

ARTICLE XII

GUESTS

12.1. Guests. A "guest" is defined as a person who enters upon the Common Properties at the invitation of a Lot owner or tenant, (or their respective families) for the purpose of visiting the Lot owner or tenant (or their respective families), occupying a Lot for less than thirty days during any calendar year, or utilizing the Common Properties. Any guests who occupy the Lot for twenty-one (21) days or more during any calendar year will be required to provide an application to the Association, on forms available from the Association, to include provisions

authorizing criminal and past tenancy investigation checks. The Association may charge the applicant a transfer fee up to the amount allowed by law to cover the investigative checks. The fee is non-refundable. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

12.2. Non-Overnight Visitation by Guests When Lot Owner or Tenant is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other Association residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Association facilities only when accompanied by the Lot owner or tenant (or an adult resident member of the Lot owner's or tenant's family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of Association facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

12.3. Overnight Guests When Lot Owner or Tenant is in Residence. Lot owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the Lot owner or tenant is in simultaneous residence. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the Lot owner or tenant, and their families) sleep overnight in a two (2) bedroom dwelling or eight (8) persons (including the Lot owner or tenant, and their families) sleep overnight in a three (3) bedroom dwelling.

12.4. Non-Overnight Guests in the Absence of the Lot Owner or Tenant. Lot owners and tenants are not permitted to have non-overnight guests when the Lot owner or tenant is absent from the Lot. Guests are not permitted to use the Common Properties such as recreational facilities (pool, parking area, pond access, etc.) without being accompanied by the Lot owner or tenant. Lot owners and tenants may have their Lots inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Common Properties, such as recreational facilities (pool, parking areas, pond access, etc.).

12.5. Overnight Guests in the Absence of the Lot Owner or Tenant. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Lot owners are permitted to have overnight guests in the absence of the Lot owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this association.

12.5.1 Non-Related Overnight Guests in the absence of the Owner will be limited to two (2) occupancies per calendar year without written approval of the Board of Directors. The limitation on Lot density in Paragraph 12.1.2 above applies. Ten (10) days prior notice to the Association is required.

12.5.2 Related Overnight Guests may occupy a Lot in the absence of the Owner. For the purpose of this clause, "related" means all persons who are staying in the Lot on an overnight basis, in the absence of the owner, are related to the Lot owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Lot density in Paragraph 12.1.2 above applies. Ten (10) days prior notice to the Association is required.

ARTICLE XIII **MAINTENANCE OF COMMUNITY INTERESTS**

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots, the transfer of Lots by any owner other than the Developer shall be subject to the following provisions so long as this Declaration remains effective:

13.1 **Governing Documents.** No sale or transfer shall occur until the Buyer, lessee, or transferee shall acknowledge in writing to the Association that it has received a copy of the Governing Documents.

13.2 **Exceptions.** The provisions of Section 13.1 shall not apply to a transfer to, or purchase by, an institutional mortgagee which acquires title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

13.3 **Purchase of Lots by the Association.** The Association shall have the power to purchase Lots subject to the following provisions:

13.1.1 **Decision.** The decision of the Association to purchase a dwelling may be made by its Directors, without approval of its members, except as otherwise provided herein.

13.1.2 **First Refusal.** The right of an Owner to sell, transfer or convey his or her home shall not be subject to a right of first refusal or similar restriction.

ARTICLE XIV **EASEMENTS**

Each of the following easements is a covenant running with The Development (including the Lots) and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of this Declaration and the exclusion of any lands of the Development from the Declaration.

14.1 Utilities. As may be required for utility services in order to adequately serve the Development or adjoining property owned.

14.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon The Development; and for the vehicular traffic over, through and across such portions as may be from time to time paved and intended for such purposes.

14.3 Perpetual Non-Exclusive Easement in Common Properties. The Common Properties shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of Lots in the Development for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

14.4 Right of Entry for Maintenance. Whenever it is necessary to enter upon any Lot for the purpose of performing any lawn work, maintenance, alteration or repair to any portion of the Development, the owner of each Lot shall permit other owners by their representatives, or the duly constituted an authorized agent of the Association, to enter upon such Lot for such purpose. Each Owner shall keep its dwelling and structures maintained in good and presentable condition, and if a Owner fails to do so, the Association may do so and the cost will be charged to the Lot as a special assessment.

14.5 Air Space. An exclusive easement for the use of the air space occupied by a single-family residence as it exists at any particular time and as such Dwelling may lawfully be altered.

14.6 Encroachments. Each Owner shall have a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of any buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.

14.7 Easement for Roof Overhangs. In connection with the construction of the residences upon the Lots, it is contemplated the roofs of certain residences may overhand party walls and may thus encroach onto adjacent Lots. There is hereby created over any Lot upon which such encroachment occurs an easement for such encroachment.

14.8 Additional Easements. The Association, on its behalf and on behalf of all Owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose) shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Development, and to grant access easements or relocate any existing access easements in any portion of the Development, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with

the reasonable use of the Lots for their intended purposes. The Association, on behalf of itself and all Owners (as such Owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Owners (as such Owners' attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

14.9 Use Easements. Each Lot shall be subject to an easement for the use and benefit of the adjoining property owner as more particularly described in that certain Right of Use Agreement recorded in O.R. Book 1015, at Pages 1177, *et seq.*, of the Public Records of Charlotte County, Florida.

14.10 Roadways and Utilities. Developer herewith ratifies, confirms and declares that those ingress and egress and utility easement areas and other easements set forth in the instruments referenced in this Declaration (including without limitation those roadways and easement areas shown on any attached exhibits or subdivision plats) are non-exclusive easements dedicated to and for the benefit of the Development, the Association, and the Owners.

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 67, THE TREETOPS AT RANGER POINT, PHASE I, as per Plat thereof recorded in Plat Book 16, Pages 50A through 50C of the Public Records of Charlotte County, Florida and more particularly described as follows:

PARCEL A:

Commence at the Southwest corner of Lot 352 according to the plat of Plan No. 1 of a part of Ward 2, El Jobean, as recorded in Plat Book 2, at Page 39 of the Public Records of Charlotte County, Florida, said corner lying on the Northeasterly right-of-way line of Sturkie Avenue; Thence N 12°04'06" E, a distance of 185.83 feet to the P.C. of a curve concave to the Southeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 77°55'54" E, a distance of 353.00 feet; Thence N 12°04'06" E, a distance of 50.00 feet; Thence N 77°55'54" W, a distance of 81.00 to the P.C. of a curve concave to the Northeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence N 12°04'06" E, a distance of 600.00 feet to the P.C. of a curve concave to the Southeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 77°55'54" E, a distance of 22.67 feet; Thence N 12°04'06" E, a distance of 50.00 feet; Thence N 77°55'54" W, a distance of 32.67 feet to the P.C. of a curve concave to the Southeast, said curve having a radius of 75.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 117.81 feet; Thence S 12°04'06" W, a distance of 600.00 feet to the P.C. of a curve concave to the Northwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 35.27 feet; Thence N 77°55'54" W, a distance of 162.00 feet to the P. C. of a curve concave to the Northeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence N 12°04'06" E, a distance of 750.00 feet to the P.C. of a curve concave to the Southeast, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 77°55'54" E, a distance of 477.09 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 375.00 feet; Thence along the arc of said curve, through a central angle of 30°00'00", a distance of 196.35 feet; Thence S 47°55'54" E, a distance of 599.17 feet; Thence S 77°55'54" E, a distance of 76.98 feet to a point on the arc of a curve concave to the Southeast, said curve having a radius of 332.00 feet; Thence along the arc of said curve, through a central angle of 7°15'15", a distance of 42.03 feet to a point which bears N 53°06'38" W of and is 332.00 feet distant from, the radius point; Thence N 47°55'54" W, a distance of 821.32 feet; Thence N 77°55'54" W, a distance of 694.74 feet; Thence S 72°04'06" W, a distance of 58.46 feet; Thence S 12°04'06" W, a distance of 70.77 feet; Thence S 77°55'54" E, a distance of 81.00 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 12°04'06" W, a distance of 50.00 feet to the P.C. of a curve concave to the Northwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet;

Thence N 77°55'54" W, a distance of 81.00 feet; Thence S 12°04'06" W, a distance of 50.00 feet; Thence S 77°55'54" E, a distance of 81.00 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 12°04'06" W, a distance of 600.00 feet to the P.C. of a curve concave to the Northwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence N 77°55'54" W, a distance of 81.00 feet; Thence S 12°04'06" W, a distance of 50.00 feet; Thence S 77°55'54" E, a distance of 81.00 feet to the P.C. of a curve concave to the Southwest, said curve having a radius of 25.00 feet; Thence along the arc of said curve, through a central angle of 90°00'00", a distance of 39.27 feet; Thence S 12°04'06" W, a distance of 156.97 feet to the NLY right-of-way of Sturkie Avenue; Thence S 47°55'54" E, a distance of 57.73 feet along said right-of-way, to the Point of Beginning

EXHIBIT "B"

SURVEYOR'S DRAWINGS

PLATBOOK 14, PAGE 39C.
SHEET 3 OF 3 SHEETS

CLARENCE S. JO. S. LEECH

PHYSICAL PROPERTIES

A PARCEL OF LAND LYING IN THE NORTH-HALF OF SECTION 28, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHAMLOTTE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

170:77 FEET TO -AN INTERSECTION WITH THE

[illegible]

201. THENCE N 77°55' 34" W ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF CURVATURE OF A SPIRAL CURVE CONCAVE TO THE SOUTHWEST, THENCE ALONG THE ARC OF SAID CURVE TRAVELING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 30° 00' FOR 196.35 FEET, THENCE N 77°55' 34" W A DISTANCE OF 182.42 FEET ALONG THE NORTH LINE OF LOT 1103 AND ITS EXTENSION THEREOF, THENCE S 12°04' 00" W A DISTANCE OF 130.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 1082, THENCE S 77°55' 34" E A

OF AND PARALLEL WITH THE WEST LINE OF LOT 1106 THRU 1114 INCLUSIVE OF SA78 PLAY DESCRIBED IN PLAT BOOK 2, AT PAGE 30) THEREAS S 12° 04' 06" W ALONGS THE LARY DESCRIBED PARALLEL LINE FOR 700.00 FEET, THENCE N 77° 55' 34" W, A DISTANCE OF 109.00 FEET TO THE NORTHEAST CORNER OF LOT 1097 OF SA10 PLAY RECORDED IN PLAT BOOK

1100 AND 1205 OF SAID PLAT BOOK 2, AT PAGE 30, FOR 78.50 FEET TO THE NORTHWESTERLY LINE OF MYHALL AVENUE; THENCE N. 72° 04' 00" E. ALONG SAID NORTHWESTERLY RIGHT-OF-WAY FOR 150.11 FEET TO THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINES OF MYHALL AVENUE AND STURGEON AVENUE; THENCE N. 79° 55' 34" W. ALONG SAID NORTHWESTERLY RIGHT-OF-WAY OF STURGEON AVENUE FOR 27.64 FEET TO THE SOUTHWEST CORNER OF LOT 22 OF THE PLAT NO. 1 OF PART OF WARD TWO ELDERMAN, AS RECORDED IN PLAT BOOK 2, AT PAGE 39, OF THE PUBLIC RECORDS OF OKLAHOTA COUNTY, FLORIDA; SAID CORNER BEING THE POINT OF BEGINNING OF A QUARTER SECTION, FLORIDA; SAID CORNER BEING THE POINT OF BEGINNING

CONTINUING 17.50 ACRES MORE OR LESS

1. PART OF PLAN OF 0.667 OF WOOD ONE EL JOHNSON AS RECORDED IN PLAT BOOK 2, PAGE 30, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALL OF LOTS 1065 TO 1085, 1205, 1206 AND 1078 THRU 1102 INCLUSIVE.

PARTS OF LOTS 1105, 1177, 1A, 20, 1149, 1066, 1067, 1048, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 17

2. PLAY OUT IN OWN NET - 1 IN A POINT OF MORTALITY (SINCE AS OF DECEMBER 1911 MORTALITY)

148 תַּבְּרִיטָא דְּרַב הַרְשֵׁבִי רַבִּי רַחֵם לָנוּ

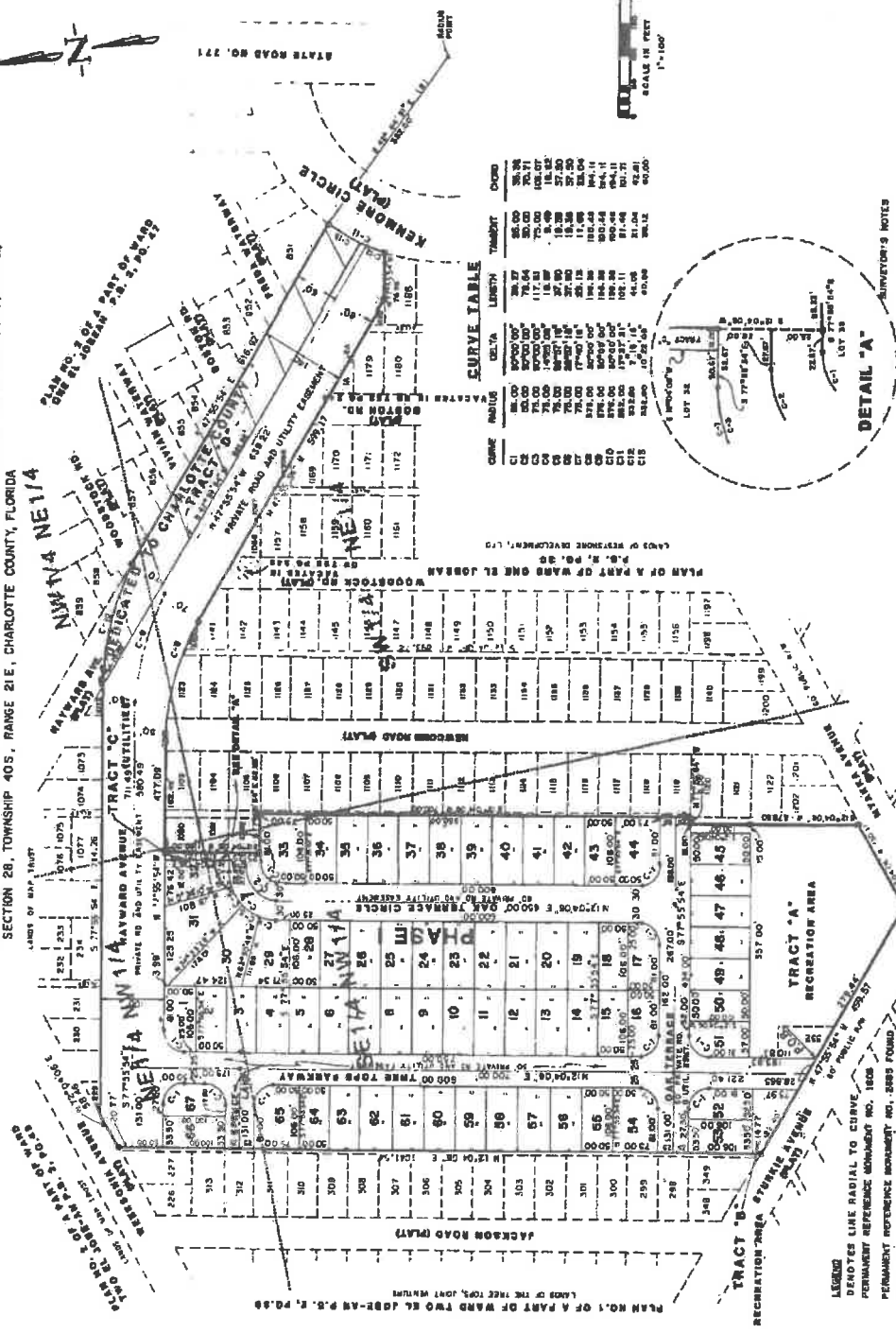
[illegible]

2. PLAT OF PLAIN NO. 2 OF A PART OF MAP NO. 20 EL. JURE-AN WAS RECORDED IN PLAT BOOK 100, PAGE 48, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALL OF LOT 10, 200, 201, 220, 276 THRU 279 INCLUSIVE AND 205 THRU 256 INCLUSIVE.

PAGE OF 101 330.

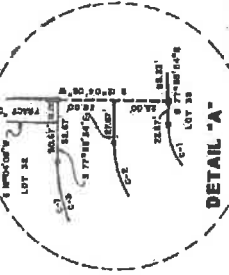
THE TREE TOPS AT RANGER POINT PHASE I

A RE-SUBDIVISION OF PORTIONS OF: PLAN OF WARD ONE EL JOSE-AN (PB 2, PG 30),
PLAN NO. 1 OF A PART OF WARD TWO EL JOSE-AN (PB 2, PG 39), AND PLAN NO. 2 OF A PART OF WARD TWO EL JOSE-AN (PB 2, PG 43),
SECTION 28, TOWNSHIP 40S, RANGE 21E, CHARLOTTE COUNTY, FLORIDA



CURVE TABLE

CURVE	RADIUS	CHORD	CHORD BEARS	CHORD LENGTH	CHORD BEARS
C1	100.00	100.00	100.00	100.00	100.00
C2	100.00	100.00	100.00	100.00	100.00
C3	100.00	100.00	100.00	100.00	100.00
C4	100.00	100.00	100.00	100.00	100.00
C5	100.00	100.00	100.00	100.00	100.00
C6	100.00	100.00	100.00	100.00	100.00
C7	100.00	100.00	100.00	100.00	100.00
C8	100.00	100.00	100.00	100.00	100.00
C9	100.00	100.00	100.00	100.00	100.00
C10	100.00	100.00	100.00	100.00	100.00
C11	100.00	100.00	100.00	100.00	100.00
C12	100.00	100.00	100.00	100.00	100.00
C13	100.00	100.00	100.00	100.00	100.00
C14	100.00	100.00	100.00	100.00	100.00
C15	100.00	100.00	100.00	100.00	100.00



- REMARKS:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF HIGHWAY 271 FOR STATE ROAD 271 AS BEING N 12°04' 00" E.
 2. THE FOUR CORNER LOTS AS WELL AS OTHER IMPROVEMENTS LOCATED ON LOTS 1 THROUGH 5, INCLUSIVE, ARE NOT SHOWN.

NOTICE: THERE MAY BE ADDED NOTIFICATIONS THAT ARE NOT REDUCED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- LEGEND**
- R DENOTES LINE RADIAL TO CURVE
 - D PERMANENT REFERENCE MONUMENT NO. 1600
 - P PERMANENT REFERENCE MONUMENT NO. 2000 FOUND
 - PERMANENT CONTROL POINT NO. 1000 (FROM ROAD ON 21E)
 - PHASE LINE
 - DEMOTES 1/4 SECTION LINE

PLAT BOOK 16. PAGE 50A.
SHEET 1 OF 3 SHEETS

5. 43),

COUNTY COMMISSION APPROVAL:

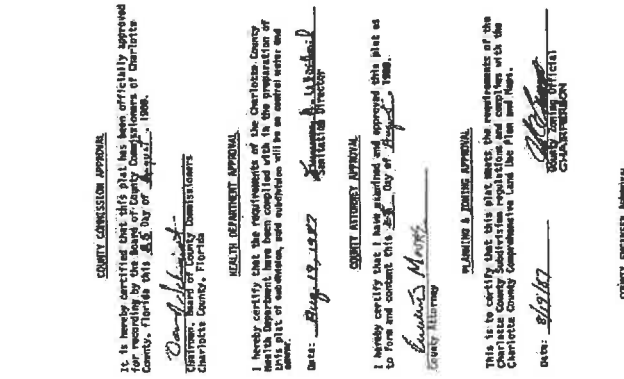
It is hereby certified that this plat has been officially approved for recording by the Board of County Commissioners of Charlotte County, Florida this 8 day of August, 1908.

Chairman, Board of County Commissioners
Charlotte County, Florida

I hereby certify that the requirements of the Charlotte County Health Department have been complied with in the preparation of this plat of subdivision, said subdivision will be an arterial water and sewer.

Date: Aug. 18, 1947

I hereby certify that I have examined and approved this plat as to form and content this 2-5 Day of August, 1988.



COUNTRY CLEVER APPROVAL

[illegible]

Richard M. Eick
Haring Y Scott, Clerk, Charlotte County

COUNTY COMMISSION APPROVAL:

It is hereby certified that this plat has been officially approved for recording by the Board of County Commissioners of Charlotte County, Florida this 11th day of January, 1908.

David McIntosh
Chairman, Board of County Commissioners
Charlotte County, Florida

HEALTH DEPARTMENT APPROVAL

I hereby certify that the requirements of the Charlotte County Health Department have been complied with in the preparation of this plat of subdivision, said subdivision will be an aerial water and sewer project.

Date: Aug. 18, 1967

COUNTY ATTORNEY APPROVAL:

I hereby certify that I have examined and approved this plat as to form and content this 25th day of February, 1900.

Ernest Mark
Estate Attorney

PLANNING & ZONING APPROVAL

This is to certify that this plat meets the requirements of the Charlotte County Subdivision regulations and complies with the Charlotte County Comprehensive Land Use Plan and Map.

Date: 8/19/87

COUNTY ENGINEER, ALABAMA

I, the undersigned, County Engineer for Charlotte County, Florida, certify that I have reviewed this plat and in my opinion it complies with the Charlotte County Subdivision Regulations.

DATE: 8/10/98 Active County Engineer Let's All

country, clerk, newspaper

It is undersigned, hereby certifies that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida, pertaining to maps and plats. This plat is being filed for record in Plat Book _____, Page _____ of the Public Records of Charlotte County, Florida, this _____ day of _____, 1988 at Charlotte, Florida.

Thistle in Light
Bedford T. Scott, Clerk, Charlotte County

EXHIBIT "C"

ARTICLES OF INCORPORATION

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC.

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

These are the Second Amended and Restated Articles of Incorporation for The Treetops at Ranger Point Homeowners' Association, Inc. originally filed with the Florida Department of State on or about January 10, 1989 under Chapter Number 720. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter §617 and §720, Florida Statutes (2018).

1. Name. The name of the corporation shall be THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Second Amended and Restated Declaration of Covenants and Restrictions as "Declaration," these Second Amended and Restated Articles of Incorporation as the "Articles," and the Second Amended and Restated Bylaws of the Association as the "Bylaws."

2. Purpose. To promote the health, safety and social welfare of the owners of property located within "The Treetops at Ranger Point", a residential subdivision in Charlotte County, Florida, and within such other property as may be later plotted and made subject to the Declaration identified subdivisions in Paragraph 2.1 hereof. The term 'Lot' shall include lots shown on all subdivision plats now or later becoming subject to the said Declaration.

2.1. To provide security and maintain and replace and operate roadways and any sanitary sewer system, and all services as delegated to the Association in the Declaration of Covenants and Restrictions of The Treetops at Ranger Point ("Declaration") recorded in the Public Records of Charlotte County, Florida.

2.2. To enforce the said Declaration and to adopt reasonable and necessary rules and regulations necessary to promote the health, safety and well-being of the people and property in the subdivision.

2.3. To levy maintenance assessments and to impose fines for violations of rules and regulations and to enforce the collection thereof as contemplated by the said Declaration.

2.4. To purchase, acquire, replace, improve, maintain and repair such buildings, structures, and equipment related to the health, safety and social welfare of the members of the Corporation as the Board of Directors of the Corporation, in its discretion, determines to be necessary or advisable.

2.5. To carry out all of the duties and obligations assigned to it as a neighborhood property owners' association under the terms of the Declaration.

2.6. To operate without profit distributable to its members, directors, or officers.

2.7. To operate for the sole and exclusive benefit of its members.

2.8. To sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.

3. Powers. The powers of the Association shall include and be governed by the following powers:

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

3.2. Enumeration. The Association shall have all the powers and duties set forth in the Act except as limited by these Articles (as they may be amended from time to time), the Bylaws (as they may be amended from time to time), and all of the powers and duties reasonably necessary to operate the Subdivision pursuant to the Declaration and as it may be amended from time to time including but not limited to the following:

3.2.1. To make and collect Assessments and other Charges against members as Lot Owners, and to use the proceeds thereof in the exercise of its powers and duties.

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

3.2.3. To maintain, repair, replace, reconstruct, add to, and operate the Subdivision Property and other property acquired or leased by the Association for use by Lot Owners.

3.2.4. To purchase insurance upon the Subdivision Property and insurance for the protection of the Association, its officers, Directors, and members as Lot Owners.

3.2.5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Subdivision Property and for the health, comfort, safety, and welfare of the Lot Owners.

3.2.6. To approve or disapprove the leasing, transfer, ownership, and possession of Lots as may be provided by the Declaration.

3.2.7. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Subdivision Property.

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

3.2.9. To employ personnel to perform the services required for proper operation of the Subdivision.

3.2.10. Make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

3.3. Distribution of Income. The Association shall make no distribution of income to its members, Directors or officers.

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

5. Members. The members of the Association shall consist of all of the record Owners of Lots in the Subdivision, and after termination of the Subdivision shall consist of those who were members at the time of the termination and their successors and assigns.

6. Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

7. Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided

by the Declaration and Bylaws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

8. Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

9. Term of Existence. The Association shall have perpetual existence.

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

11. Directors.

11.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors. Directors must be members or the spouse of a member of the Association.

11.2. Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Lot Owners when such approval is specifically required.

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

12. Bylaws. The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

13. Amendments. These Articles may be amended in the following manner:

13.1. Proposal of Amendments. An amendment may be proposed by a majority of Directors, or by twenty-five percent (25%) of the entire voting interests.

13.2. Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

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

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

13.5. Effective Date. An amendment when adopted shall become effective after being recorded in the Charlotte County Public Records according to law and filed with the Secretary of State according to law.

13.6. Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Subdivision. Whenever Chapter 720, Florida Statutes (2018) Chapter 617, Florida Statutes (2018) or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 720 of the Florida Statutes (2018), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

13.7. Proviso. Provided, however, that no amendment shall change the configuration of any Lot or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common expenses, or change in any manner the qualifications for Membership nor the voting rights of Members unless the Record Owner of the Lot concerned and all record Owners of the mortgages of such apartment shall join in the execution of the Amendment, and all of the Lot Owners approve the amendment.

14. Registered Office Address and Name of Registered Agent. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

EXHIBIT "D"

BYLAWS

SECOND AMENDED AND RESTATED

BYLAWS

OF

THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC.

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

15. Identity. These are the Second Amended and Restated Bylaws (hereinafter "Bylaws") of The Treetops at Ranger Point Homeowners' Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering The Treetops at Ranger Point, a Subdivision (hereinafter the "Subdivision") which is located at 4320 Tree Tops Drive, El Jobean, Florida, upon the lands described in the Declaration of Covenants, Conditions and Restrictions (the corporation may hereafter be referred to as the "Association").

15.1. Office. The office of the Association shall be at 4320 Tree Tops Drive, El Jobean, Florida, or such other location within Charlotte County, as may from time to time be determined by the Board of Directors.

15.2. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

15.3. Seal. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

15.4. Definitions. All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Articles of Incorporation for the Association, the Declaration of Covenants, Conditions and Restrictions and the Florida Homeowners' Association Act (Chapter 720, Florida Statutes, (2018)), all as amended from time to time.

16. Member's Meetings.

16.1. Annual Meetings. Annual members' meetings shall be held at such convenient location in Charlotte County as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

16.2. Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors and shall be called by the President or Secretary within a reasonable time of receipt of written notice from 25% of the voting interests of the Association. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 720.306(d)(3), Florida Statutes (2018), as amended from time to time.

16.3. Notice of Members' Meetings. Notice of all members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Lot Owner by United States regular mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. Hand delivery and electronic notice is acceptable where permissible by law. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per Section 720.306(d)(5), Florida Statutes (2018), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location, designated by Board resolution, on the Subdivision Property.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

16.4. Board of Directors Election Meetings – Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

16.4.1. Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Lot Owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice

to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Lot Owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

16.4.2. There is no quorum requirement necessary for an election. However, at least fifty-one (51%) of the Lots must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

16.4.3. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

16.4.4. The Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws relative to election procedures is sufficient.

16.5. Quorum/Voting. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the voting interests of the entire membership. Decisions made by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may by Chapter 720, Florida Statutes (2018) or the Association Documents require a larger percentage in which case the percentage required in Chapter 720, Florida Statutes (2018), or the Association Documents shall govern. To the extent lawful, Lot Owners may join in any action taken at a meeting of the members through written approval of such action executed after the meeting, and such approval shall be as though the Lot Owner duly approved the action of the meeting in question.

16.6. Indivisible Vote. Each Lot shall have one indivisible vote. If a Lot is owned by multiple individuals, such as a husband and wife, any record owner may vote on behalf of the Lot. If a Lot is owned by a corporation, any officer may vote on behalf of said corporation. If a Lot is owned by a partnership, any partner may vote on behalf of the partnership. If a Lot is owned in trust, any grantor, trustee or beneficiary of a trust shall be entitled to vote. Any person asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Lot cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are required.

16.7. Proxies. Votes may be cast in person or by proxy. Only Lot Owners or the spouse of a Lot Owner may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to association legal counsel or the association's manager) as an eligible proxy holder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, Lot Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which Chapter 720, Florida Statutes (2018) requires or permits a vote of the Lot Owners. Provided, however, that it is the intention of this provision to "opt-out" of the requirements of the Statute to the extent that Lot Owners who are given the opportunity to vote by limited proxy, but declined to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

16.8. No Quorum. If any meeting of members cannot be organized because a quorum is not present, or if insufficient voting interests are represented to approve a proposed item of Association business, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

16.9. Order of Business. The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

16.9.1. Call to order by the President;

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

16.9.3. Appointment by the Chair of inspectors of election;

16.9.4. Election of Directors;

16.9.5. Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

16.9.6. Proof of notice of the meeting or waiver of notice;

16.9.7. Disposal of unapproved minutes;

16.9.8. Reports of officers;

16.9.9. Reports of committees;

16.9.10. Unfinished business;

16.9.11. New business;

16.9.12. Adjournment.

16.10. Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

17. Board of Directors.

17.1. Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of not less than three (3) nor more than five (5) Directors. The Board of Directors may modify the number of Directorships for the upcoming year no earlier than ninety (90) days prior to the date of the Annual Meeting for said year. All Directors shall be Lot Owners or the spouse of a Lot Owner. When a Lot is owned by a corporation, a partnership, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Covenants, Conditions and Restrictions, and the spouse of the Primary Occupant shall be eligible for Board membership. Settlers or grantors of a trust described in Section 733.707, Florida Statutes (2018), which owns a Lot, and beneficiaries as defined in Florida law, of a trust which owns a Lot, and the spouses of such persons, shall be considered eligible for Board membership. Beneficiaries and their spouses must occupy the Lot in order to be eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. The Directors are divided into two classes, each

class consisting of at least two (2) Directors, and such classifications based on the time for which they hold office. Each Director shall hold office until his or her successor shall be elected and shall qualify. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Homeowners' Association Act or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

17.2. Board Vacancies. Vacancies in the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

17.3. Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the members.

17.4. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

17.5. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

17.6. Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

17.7. Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Bylaws at least 48 continuous hours in advance of the meeting for the attention of Lot Owners, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly Assessment is to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. However, written notice of any meeting at which non-emergency special assessments, or at which

amendment to rules regarding Lot use will be considered, shall be mailed or delivered (including electronic delivery as provided by law) to the Lot Owners and posted conspicuously as provided in Section 2.3 of these Bylaws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association.

17.8. Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all Lot Owners. Lot Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Lot Owner statements. Unless otherwise provided by the Board, each Lot Owner is entitled to speak for three minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to Lot Owner observation.

17.9. Board Meetings, Quorum and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by any Board Member or by any Member of the Association at least five (5) days prior to said Board meeting. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Board of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official vote for the Board's meeting. Directors may participate telephonically in Board meetings, as provided by law.

17.10. Presiding Officer. The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

17.11. Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred and approved in writing by the Board of Directors.

18. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Homeowners' Association Act, and the Association Documents, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Lot Owners when such is specifically required. The powers of the Directors shall include, but shall not be limited to, the following:

18.1. To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against owners to defray the costs of the Association. Special assessments may be levied by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. The special assessment may be payable in a single lump sum or by installments as determined by the Board.

18.2. To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of its powers and duties.

18.3. To Maintain the Association Property. The Directors shall maintain, repair, replace, and operate the property within the Subdivision.

18.4. To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Lots, Common Elements, Limited Common Elements, and Subdivision Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Covenants, Conditions and Restrictions.

18.5. To Reconstruct After Casualty. The Directors may reconstruct the Common Elements and Subdivision Property improvements after casualty and to further improve the property, as specified in the Declaration of Covenants, Conditions and Restrictions.

18.6. To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Covenants, Conditions and Restrictions, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the Lease of Lots, the Board may require the posting of a security deposit to protect against damages to the Common Elements or Subdivision Property, in the manner provided by law.

18.7. To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Association Documents, and to interpret said Association Documents, as the final arbiter of their meaning.

18.8. To Contract. The Directors may contract for management, maintenance, and operation of the Association.

18.9. To Insure. The Directors shall carry insurance for the protection of the Lot Owners and the Association, pursuant to requirements contained in the Declaration of Covenants, Conditions and Restrictions and Chapter 720, Florida Statutes (2018), both as amended from time to time.

18.10. To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Association and not billed to Owners of individual Lots.

18.11. To Hire and Discharge. The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

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

18.13. To Deal in Real and Personal Property and Borrow Money. Directors may make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, Leases, and other instruments by its officers and to purchase, own, Lease, convey, and encumber real and personal property. The Directors may grant easements and licenses over the Subdivision Property necessary or desirable for proper operation of the Association.

18.14. To Enter Into Contracts for Products and Services. All contracts for the purchase, Lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the County serving the Subdivision. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to an association under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section. The Association may opt out of competitive bidding requirements, by a Lot Owner vote, in the manner provided by law.

18.15. To Levy Fines. The Directors may, pursuant to Section 720.305(d)(2), Florida Statutes (2018), impose fines against a Lot not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the

Association Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

18.15.1. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

18.15.2. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Lot Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Lot. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

18.15.3. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee which is comprised of three (3) Lot Owners, who are not Members of the Board of Directors, their spouses or other occupant of the Lot owned by a Director or their spouse. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Lot Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Lot.

18.16. To Appoint Committees. The Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association as defined in the Section 720, Florida Statutes (2018), as amended from time to time, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet

and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors. The standing committees of the Association shall be:

18.16.1. The Maintenance Committee. The Maintenance Committee shall advise the Board of Directors of all matters pertaining to the maintenance, repair or improvement of properties in the subdivision as contemplated by the Declaration and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

18.16.2. Architectural Review Committee. The Architectural Control Committee shall have the duties and functions prescribed for the approval of improvements by the Association in the Declaration. A party aggrieved by the decision of the Architectural Review Committee shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing the decision of such committee shall in all events be final.

18.16.3. Audit Committee. The Audit Committee is empowered to certify the accuracy of all aspects of the financial performance of the Association. It shall include, but not necessarily be limited to verifying the following:

- (a) Income from all sources
- (b) Accounts Receivables
- (c) Expenses and bills paid
- (d) Accounts Payable

The Audit Committee shall ensure that the financial information is kept according to generally accepted accounting principles and all verification shall be supported by appropriate documents.

18.16.4. Appeals Committee. The Appeals Committee is to arbitrate and resolve issues that may arise between the Board of Directors and the Membership. No member of the Board of Directors shall serve on this Committee.

18.16.5. Other Committees. The Board of Directors may appoint such other committees from time to time as it deems desirable.

18.17. To Exercise Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.19.10 below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2018), and Section 617.0303, Florida Statutes (2018), all as amended from time to time.

18.17.1. 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.

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

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

18.17.4. 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.

18.17.5. 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.

18.17.6. 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 an emergency pursuant to Section 720.303(6)(b), Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

18.17.7. The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Lots, common elements, limited common elements, and Subdivision property, with notice given only to those Directors with whom it is practicable to communicate.

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

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

18.17.10. For purposes of this Section only, an "emergency" exists only during a period of time that the Association, or the immediate geographic area in which the Association is located, is subjected to:

- (a) a state of emergency declared by local civil or law enforcement authorities;
- (b) a hurricane warning;
- (c) a partial or complete evacuation order;
- (d) federal or state "disaster area" status;
- (e) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,
- (f) an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Lot Owners, the Subdivision Property, or Subdivision Property.

18.18. To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income. Borrowing money, pledging regular or special assessments and other personal property as collateral, and assigning collateral assessment collection rights, when required in connection with the operation, care, maintenance, repair, replacement or improvement of the Association Property; provided, however, the consent of at least two-thirds (2/3rd) of the voting interests present in person or by proxy at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of twenty-five percent (25%) of the annual budget of the Association, including reserves.

19. Officers.

19.1. Executive Officers. The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

19.2. President – Power and Duties. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

19.3. Vice President – Powers and Duties. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

19.4. Secretary – Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

19.5. Treasurer – Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

19.6. Officers' Compensation. Officers shall not be entitled to compensation for service as such but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

20. Indemnification.

20.1. Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by

judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

20.2. Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

20.3. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 6.

20.4. Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

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

20.6. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

20.7. Delegation. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

21. Minutes and Inspection of Records. Minutes of all meetings of Lot Owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts

and expenditures and all other official records, as defined in Section 720.303(4), Florida Statutes (2018), as amended from time to time, shall be available for inspection by Lot Owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

21.1. Lot Owner Inquiries. When a Lot Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Lot Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer or notify the inquirer that legal advice has been requested from the Association's counsel. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Lot. In the event of a grievance of a Lot Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance. A Lot Owner is limited to one (1) written inquiry within a thirty (30) days period.

21.2. Official Records Inspection. A Lot Owner shall have the right to inspect the official records of the Association in accordance with Section 720.303(5), Florida Statutes (2018) as amended from time to time. Official Records inspections shall be limited to one (1) inspection every thirty (30) days.

22. Fiscal Management. Shall be in accordance with the following provisions:

22.1. Budget. The budget shall be adopted by the Board. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Association. The proposed budget may also include expenses of security, in-house communications, Directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves established pursuant to Section 720.303(6)(d), Florida Statutes (2018), as amended from time to time, the funding of which may be waived or reduced by the Owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the

fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 8.2 hereof.

22.2. Mailing. A copy of the proposed annual budget shall be mailed or hand-delivered to the Lot Owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

22.3. Assessments. The annual shares of the Lot Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 15 days thereafter. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

22.4. Special Assessments. Assessments for Common Expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be posted and mailed to each Lot Owner as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Lot Owners or applied as a credit towards future Assessments.

22.5. Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Lots which shall be available for inspection at all reasonable times by Lot Owners. Such roll shall indicate for each Lot the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Lot's account may be relied upon for all purposes by any person for whom made.

22.6. Liability for Assessments and Charges. A Lot Owner shall be liable for all Assessments and Charges coming due while the Owner of a Lot, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Subdivision Property or by abandonment of the Lot for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Lot by foreclosure, such mortgagee and its successors and assigns shall only be liable for such Lot's Assessments, Charges, or share

of the Common Expenses which became due prior to acquisition of title as provided in the Florida Homeowners' Association Act (2018), as amended from time to time.

22.7. Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the Lot.

22.8. Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Lot and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

22.9. Collection – Interest; Administrative Late Fee; Application of Payments. Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall incur a late fee and after thirty (30) days bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the Assessment payment first due.

22.10. Collection – Suit. The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Lots and may withhold approval for the sale, Lease, or other transfer of a Lot, or any interest therein, until all past due Assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the Lot Owner a written notice of its intention to foreclose the lien as provided by law.

22.11. Accounts. All sums collected from Assessments or Charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or Charges are made.

22.12. Association Depository. The Depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do

business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Securities Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

22.13. Commingling of Funds. All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes (2018), as amended from time to time, no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other association or community association as defined in Section 468.431, Florida Statutes (2018), as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

22.14. Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Section 720.303(7), Florida Statutes (2018), as amended from time to time.

22.15. Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 720.3033(5), Florida Statutes (2018), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of insurance or bonding. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy. If annually approved by a majority of the voting interests present at a properly called meeting of the association, an association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the association.

23. Parliamentary Rules. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding unless contrary to law.

24. Bylaw Amendments. Amendments to the Bylaws shall be adopted in the following manner:

24.1. Proposal of Amendments. An amendment may be proposed by a majority of the Directors, or by twenty-five percent (25%) of the entire voting interests.

24.2. Proposed Amendment Format. Proposals to amend existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER _____ FOR PRESENT TEXT."

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

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

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

24.6. Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation. Whenever Chapter 720, Florida Statutes (2018) Chapter 617, Florida Statutes (2018), or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 720 of the Florida Statutes (2018), or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

24.7. Proviso. Provided, however, that no amendment shall change the configuration of any Lot or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the record Owner of the Lot concerned and all record Owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Lot Owners approve the amendment.

25. Dispute Resolution.

25.1. Mandatory Mediation and Arbitration. If unresolved, disputes between the Board and Lot Owners as defined in Section 720.311, Florida Statutes (2018), as amended from time to time, must be mediated in mandatory pre-suit mediation as provided in the Homeowners' Association Act prior to commencing litigation.

25.2. Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Association Documents or disputes with a Lot Owner or other party as may be available to the Association under the laws of the State of Florida or the Association Documents.

26. Miscellaneous. The following miscellaneous provisions shall apply to these Bylaws and the Association Documents.

26.1. Conflicts. The term "Association Documents," as used in these Bylaws and elsewhere shall include the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the language in the Declaration of Covenants, Conditions and Restrictions and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Association Documents, the following priorities shall control:

1. Declaration of Covenants, Conditions and Restrictions;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

26.2. Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

26.3. Severability. In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.