

Instrument prepared by and return to:
Steven M. Falk, Esq.
Falk Law Firm, P.A.
7400 Tamiami Trail No., Suite 103
Naples, FL 34108
(239) 596-8400

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Renaissance Community Association, Inc., a Florida corporation not for profit, does hereby certify that the Neighborhood Representatives approved the amendments to the governing documents attached hereto as Exhibit "A" at the duly noticed and held meeting of the Neighborhood Representatives held on March 9, 2021, at which a quorum was present. The original Declaration of Covenants, Conditions and Restrictions for Renaissance was recorded in O.R. Book 3633, Page 4366, Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Witnesses:

RENAISSANCE COMMUNITY ASSOCIATION, INC.
(SEAL)

Richard A. Platt
Witness
Print Name: Richard A. Platt

Glenn Hammer
By: Glenn Hammer
Its: President

Valerie Nolan
Witness
Print Name: Valerie Nolan

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9 day of March, 2021, by () physical presence or () online notarization, by Glenn Hammer, as President of Renaissance Community Association, Inc., the corporation described in the foregoing instrument, who is () personally known to me or who has produced _____ as identification.

(SEAL)

Irene Sasse
Notary Public, State of Florida
Irene Sasse
Printed Name of Notary Public
Serial Number: GG 177990
My Commission Expires: Jan. 22, 2022



**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR RENAISSANCE**

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SUBSTANTIAL REWORDING OF ENTIRE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. FOR PRESENT TEXT SEE EXISTING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RENAISSANCE

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Covenants, Conditions and Restrictions was recorded in O.R. Book 3633, Page 4366, of the Public Records of Lee County, Florida and subsequently amended. The original Declaration of Covenants, Conditions and Restrictions is hereby further amended in part and restated in its entirety.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time ("Declaration") is made by Renaissance Community Association, Inc., a Florida corporation not for profit. The land subject to this Declaration is legally described in Exhibit "A" attached hereto and made a part hereof (the "Community"), which land does not include the Private Amenities. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future parties having any right, title or interest in the above described property, or any part thereof.

1. **DEFINITIONS.** The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2020) (the "Act"), unless otherwise defined below:

1.1 "~~Assessment~~" shall have the meaning set forth in Section 720.301 of the Act.

1.2 "Association" means and refers to Renaissance Community Association, Inc., a Florida corporation not for profit.

1.3 "Board of Directors" means and refers to the Board of Directors of the Association (not the board of directors of the "Club at Renaissance"). The Board of Directors may be referred to herein as the "Board".

1.4 "Common Area" means and refers to all real property which is now or hereafter owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: real property the use of which is dedicated to the Association or its Members by a recorded plat; or real property committed by this Declaration to be leased or conveyed to the Association. Common Area also includes other real property for which the Association has or assumes responsibility pursuant to the terms of this Declaration, as amended from time to time, the "Covenant to Share Costs" (as defined in Section 2.2 below), or other applicable covenants, contracts or agreements. The Common Area does not include the Private Amenities.

1.5 "Common Expenses" means and refers to all actual and estimated expenses properly incurred, or anticipated to be incurred, by the Association in the performance of its duties and for action that the Board of Directors deems to be in the best interests of the Community and its members, including obligations arising under the Covenant to Share Costs, as referenced in Section 2.2 below, and

the cost of communications services as defined in Section 202.11, Florida Statutes, information services or Internet services obtained pursuant to a bulk contract.

1.6 "Condominium Association" means and refers to a condominium association having concurrent jurisdiction with the Association over any Condominium Association Area. There are 4 Condominium Associations in the Community: Triana I of Renaissance Condominium Association, Inc.; Triana II of Renaissance Condominium Association, Inc.; Triana III of Renaissance Condominium Association, Inc.; and Triana IV of Renaissance Condominium Association, Inc.

1.7 "Condominium Association Assessments" means and refers to Assessments levied against Parcels in a particular Condominium Association to fund Condominium Association Expenses, as described in Section 1.9 below.

1.8 "Condominium Association Area" means and refers to real property that is owned by or within the common elements of a Condominium Association. The 4 "Triana" condominiums (Sections I-IV) shall be considered one Condominium Association Area ("Triana Condominium Association Areas") for the purpose of the election of and representation by a Voting Representative for the 4 Condominium Associations, as set forth in Section 2.6 of the Bylaws.

1.9 "Condominium Association Common Expenses" means and refers to the actual and estimated expenses within a particular Condominium Association Area, if any, which may include a reasonable reserve for capital repairs and replacement and a reasonable administrative charge, as may be specifically authorized pursuant to this Declaration, or in an amendment that is applicable to such Condominium Association(s).

1.10 "Condominium Association Documents" means and refers to the Declarations of Condominium for Triana I-IV and the Articles of Incorporation, Bylaws, rules and regulations and resolutions of the Condominium Associations. The provisions of the Condominium Association Documents shall be cumulative with the provisions of the Governing Documents; however, in the event of conflict between or among the provisions of the Condominium Association Documents and the Governing Documents, the latter shall be superior to the Condominium Association Documents. The foregoing priorities shall not prevent enforcement by a Condominium Association of provisions of the Condominium Association Documents that are stricter than those of the Governing Documents.

1.11 "Declarant" means and refers to Worthington of Renaissance, LLC, a Florida limited liability company, or any successor or assign who takes title to any portion of the property described in Exhibit "A" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. "Declarant" shall also mean and refer to Declarant's mortgagee who forecloses on a mortgage or takes a deed in lieu of foreclosure when such mortgage has been given to such mortgagee by Worthington of Renaissance, LLC or its successors and assigns, but only to the extent such lender opts to accept Declarant's rights and non-monetary obligations. Acceptance of such rights and obligations shall not require Declarant's mortgagee to assume Declarant's monetary obligations. The Declarant is the "developer" of the Community as defined in the Act.

1.12 "Family" or "Single Family" means and refer to one natural person (as opposed to an artificial entity); or a group of 2 or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than 3 persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.13 "Governing Documents" means and refers to this Declaration, the Articles of Incorporation, Bylaws, Use Restrictions, Architectural Design and Construction Standards, Rules and Regulations and resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.14 "Guest" means and refers to any person physically present in, or occupying a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration, or using the Common Area at the invitation of an Owner or other legally permitted occupant in the Community.

1.15 "Institutional Mortgage" means and refers to the mortgagee or assignee of a first mortgage against a Parcel, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Unit.

1.16 "Lease and Lessee" A Lease means and refers to the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration, including a house swap, barter, license of use through Airbnb or other similar service, charitable donation, business "perk" or similar arrangement that involves consideration other than rent. A Lessee means and refers to one who leases or rents from an Owner and holds temporary possession of a Unit.

1.17 "Member" means and refers to all person(s) who are members of the Association as provided in the Governing Documents.

1.18 "Neighborhood" means and refers to a group of Parcels designated as a separate Neighborhood for the purposes of sharing "Exclusive Common Area" (a portion of the Common Area the Board of Directors and the Owners in a Neighborhood or Neighborhoods designate as primarily benefiting one or more, but not all Neighborhoods), and/or receiving other benefits or services from the Association which are not provided to all Parcels within the Community. The Community consists of the following Neighborhoods: Monteverdi; Terabella; Via Lago; Villagio; and Vittoria.

1.19 "Neighborhood Assessments" means and refers to Assessments levied against Parcels in a particular Neighborhood or Neighborhoods to fund Neighborhood Common Expenses, as described in Section 1.20 below.

1.20 "Neighborhood Common Expenses" means and refers to the actual and estimated expenses within a particular Neighborhood or Neighborhoods, if any, which may include a reasonable reserve for capital repairs and replacement and a reasonable administrative charge, as may be specifically authorized pursuant to this Declaration, or in an amendment that is applicable to such Neighborhood(s).

1.21 "Owner" means and refers to any person(s), entity or entities, who is or are the record owner(s) of the fee simple title to any Parcel in the Community.

1.22 "Parcel" means and refers to any platted lot or other discrete area of real property within the Community which is capable of separate conveyance and has been subjected to this Declaration, but shall exclude: Common Area; Exclusive Common Area, Condominium Association Common Area, Private Amenities, all property dedicated or deeded to any governmental authority, taxing district or a public or private utility. Wherever herein the term "Parcel" is used in this Declaration, it shall be interpreted as if followed by the words "and Unit constructed thereon" except where the context clearly requires otherwise.

1.23 "Private Amenities" means and refers to the Club at Renaissance, consisting of a golf course, tennis, swim and fitness facilities. The Private Amenities are not a portion of the Common Area. The Private Amenities were not included in the land that has been subjected to this Declaration. As such, the Private Amenities are not part of the Community and are not subject to the Governing Documents.

1.24 "Single Family Residence" means and refers to a Unit which is restricted to occupancy only by the Owner and his or her Family, Guests and Lessees as further provided herein.

1.25 "Stormwater Management System" means and refers to a drainage system consisting of swales, inlets, culverts, retention ponds, ditches, water control features, floodplain compensation areas, wetlands and any associated conservation, buffer and wetland mitigation areas, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, to the extent that any such facilities, areas or conditions apply to the Community, which is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the permit issued by the South Florida Water Management District ("SFWMD").

1.26 "Unit" means and refers to any or all the residences located on the Parcels, each intended for use and occupancy as a Single Family Residence (including condominium units).

1.27 "Use Restrictions" means and refers to the Use Restrictions attached hereto as Exhibit "C-1", as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.28 "Use Restrictions for Lessees" means and refers to the Use Restrictions for Lessees attached hereto as Exhibit "C-2", as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.29 "Voting Representatives" means and refers to the representatives who are responsible for casting all votes (other than the termination of this Declaration pursuant to Section 14.1 below) on behalf of the Members in a particular Neighborhood or the Triana Condominium Association Area, as described in the Bylaws.

2. RENAISSANCE COMMUNITY DEVELOPMENT DISTRICT; DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS. The Community, Owners and the Association are subject to the following provisions relating to the Renaissance Community Development District and the Declaration of Easements and Covenant to Share Costs.

2.1 Renaissance Community Development District. The Community is located within the jurisdiction of the Renaissance Community Development District ("CDD"), which was established pursuant to Chapter 190, Florida Statutes. The CDD is governed by a Board of Supervisors elected by

landowners pursuant to Chapter 190, Florida Statutes. The Board of Supervisors is independent from the Board of Directors. The CDD may impose and levy taxes or assessments, or both taxes and assessments on Parcels. The taxes and assessments pay the construction, operation and maintenance costs of certain public facilities and services of the CDD and are set annually by the Board of Supervisors. These taxes and assessments are in addition to Lee County and other governmental taxes and assessments, and all other taxes and assessments provided for by law. The CDD has the power to issue any types of bonds permitted by Chapter 190, Florida Statutes and its Lee County charter.

The Association has the authority to contract with and to cooperate with the CDD in order to ensure that their respective responsibilities are discharged. The Association is authorized to enter into agreements with the CDD to construct, maintain, improve, replace, insure and perform other responsibilities as may be set forth in such agreements with respect to signage, landscaping and other functions which may be performed, in whole or in part, by the CDD. The expense of such activities may be allocated pursuant to a covenant to share costs, or as a Common Expense, as set forth in the agreement with the CDD. The Association is further authorized to act on behalf of the Members to ensure that the level of services provided by the CDD is consistent with the "first class" nature of the Community.

The Community is burdened with perpetual, non-exclusive easements to the extent reasonably necessary for ingress, egress and access to properties and facilities of the CDD now or hereafter existing, for the installation, maintenance, repair and replacement thereof. However, such easements shall not include the right to enter any enclosed structure or to unreasonably interfere with the use of the Parcel. Any damage resulting from the exercise of any such easements shall be promptly repaired by, and at the expense of the party exercising the easement.

Each contract for the sale of a Parcel shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced type which is larger than the type in the remaining text of the contract:

RENAISSANCE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

2.2 Declaration of Easements and Covenant to Share Costs. The Community is subject to the Declaration of Easements and Covenant to Share Costs recorded in O.R. Book 3633, Page 4485, Public Records of Lee County, Florida ("Covenant to Share Costs"). The Covenant to Share Costs obligates the Association to contribute to the cost of maintaining the Joint Property, which consists of the landscaping and improvements comprising the main entry features serving Renaissance and the Commercial Property, and the landscaping, lighting, fixtures, equipment, signage and other community improvements within and along the road serving the Residential Property, the Club Property and the Commercial Property, as highlighted and described in Exhibits B and C to the Covenant to Share Costs (the Entrance Improvements and Spine Road, respectively). The cost of the Association's contribution pursuant to the Covenant to Share Costs is a Common Expense. All capitalized terms in this Section 2.2 (other than "Community" and "Common Expense") are defined in the Covenant to Share Costs.

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the Association, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. The Amended and Restated Articles of Incorporation ("Articles of Incorporation") are attached as Exhibit "B".

3.2 Bylaws. The Amended and Restated Bylaws ("Bylaws") are attached as Exhibit "D".

3.3 Delegation of Management. The Association may contract for the management and maintenance of the Community and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 Membership. Every person or entity who is an Owner shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights. Membership shall become effective as set forth in the Articles of Incorporation and the Bylaws. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

3.5 Voting Interests. In accordance with Section 720.301(13) of the Act, the term "Voting Interest" means the voting rights distributed to the Members pursuant to the Governing Documents. The Members of the Association are entitled to one vote for each Parcel they own, provided that except for a vote to terminate this Declaration, Voting Representatives shall cast votes on behalf of the Owners in a particular Neighborhood or the Triana Condominium Association Area, as described in the Bylaws. The total number of votes is equal to the total number of Parcels subject to this Declaration. The vote of a Parcel is not divisible. The remainder of this Section 3.5 shall apply only to direct voting by Owners. If a Parcel is owned by one natural person, his or her right to vote shall be established by the record title. If a Parcel is owned jointly by 2 or more natural persons (including trustees), such Parcel's vote may be cast by any one of the Owners. If 2 or more Owners do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, or managing member, as the case may be.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 3.5 above, unless the joinder of all Owners is specifically required.

3.7 Change of Membership. A change of membership shall be established as provided in Section 3.4 above; and the membership of the prior Owner shall thereby be automatically terminated.

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

3.9 Association As Owner of Parcels. The Association has the power to acquire Parcels and to hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a Parcel at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments and to receive a Certificate of Title from the Clerk of the Court, or to take title by deed in lieu of foreclosure, and to subsequently hold, lease and convey such Parcel. Except as provided in the preceding sentence, the acquisition, lease, mortgage or conveyance of a Parcel shall be subject to prior approval from Voting Representatives representing 67% of the Voting Interests.

3.10 Interests in Property, Leaseholds and Other Interests. The Association has the power to acquire and encumber personal property, such power to be exercised by the Board of Directors. The Board of Directors has the authority to negotiate agreements on behalf of the Association to acquire, encumber and convey real estate, leaseholds, memberships, possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, submerged land, parking area, conservation areas and other recreational facilities (including the Private Amenities), provided that the Association's obligation to close such transactions shall be subject to prior approval from Voting Representatives representing 67% of the Voting Interests.

3.11 Disposition of Personal Property. Any personal property owned by the Association may be pledged, assigned, sold or otherwise encumbered or disposed of, with approval from the Board of Directors.

3.12 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners. A copy of the up to date roster shall be available to any Owner upon request, subject to the exclusion of information that is protected from disclosure pursuant to the Act.

3.13 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association shall not be liable to Owners for property 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 Owners or other persons.

3.14 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

3.15 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS AND CHARGES.

4.1 Creation of Lien and Personal Obligation for Assessments and Charges. Each Owner of a Parcel (including any purchaser at a judicial sale), by acceptance of a deed or Certificate of Title therefor, whether or not it shall be so expressed in such deed or Certificate of Title, is deemed to covenant and agree to pay to the Association:

(A) the Parcel's pro rata share of annual Assessments based on the annual budget adopted by the Association (which may include reserves);

(B) the Parcel's pro rata share of Special Assessments for Association expenditures not provided for by annual Assessments;

(C) the Parcel's pro rata share of annual Neighborhood Assessments or Condominium Association Assessments to fund Neighborhood Common Expenses or Condominium Association Common Expenses (both of which may include reserves), as applicable;

(D) the Parcel's pro rata share of Special Neighborhood Assessments or Special Condominium Association Assessments;

(E) Resale Assessments; and

(F) Specific Assessments for any charges against less than all of the Parcels specifically authorized in this Declaration.

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his or her heirs, devisees, personal representatives, successors and assigns. Except as otherwise provided elsewhere in this Declaration, in any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments and charges coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee.

All Common Area, Private Amenities, Exclusive Common Area, Condominium Association Area and any property dedicated to and accepted by any governmental authority, taxing district, CDD, SPWMD public or private utility shall be exempt from payment of Assessments and charges that are levied or imposed by the Association.

4.2 Share of Assessments. Each Parcel (and the Owner thereof) shall be liable for its equal, pro rata share of all annual and Special Assessments. Each Parcel in a particular Neighborhood or Condominium Association Area (and the Owner thereof) shall be liable for its equal, pro rata share of all Neighborhood Assessments or Condominium Association Assessments, whether annual or Special, as applicable. Assessments for landscaping shall be assessed as Neighborhood Assessments and Condominium Association Assessments, except that any Condominium Association may contract for its own landscaping services as set forth in Section 7.2 below.

4.3 Establishment of Liens. Any and all Assessments and charges levied by the Association or collected on its behalf in accordance with the provisions of the Governing Documents, together with interest at the highest rate allowed by law, late fees, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which such Assessment(s) or charge(s) are made, and shall also be the personal obligation of the Owner of such Parcel. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments and charges, or release his Parcel from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his Parcel. The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Lee County, Florida, setting forth the description of the Parcel, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment and charge as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel. The effectiveness of the Claim of Lien shall relate back to April 29, 2002 (the date the original Declaration of Covenants, Conditions and Restrictions was recorded in O.R.

Book 3633, Page 4366, Public Records of Lee County, Florida). However, with respect to first mortgages of record, the Association's lien is effective from and after recording of a Claim of Lien in the Public Records of Lee County, Florida. A Claim of Lien shall secure payment of all Assessments and charges due at the time of recording (including interest, late fees, costs and attorney's fees as provided above), as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.4 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid Assessments and charges shall be subordinate and inferior to the lien of: all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto; and any recorded first mortgage, unless the Association's Claim of Lien was recorded prior to the first mortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment and charges coming due on and after the recording of a Certificate of Title or deed in lieu of foreclosure. When a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage obtains title to a Parcel as a result of a foreclosure of its first mortgage in which it sues the Owner and initially joins the Association in the mortgage foreclosure action, or obtains title to a Parcel as a result of a deed in lieu of foreclosure, such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title to the Parcel, shall be liable for unpaid Assessments, charges, interest, late fees, attorney's fees and costs that accrued or came due immediately preceding its acquisition of title to the Parcel, to the maximum extent set forth in the Act, as it may be amended from time to time. Any Assessments and charges that such first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which acquires title to a Parcel is not obligated to pay the Association pursuant to the Act shall be deemed to be Common Expenses collectible from Owners of all of the Parcels in the Community, including such acquirer, its successors and assigns. However, if the Association's Claim of Lien was recorded prior to the first mortgage, the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage which obtains title to the Parcel shall be liable for all unpaid Assessments, charges, interest, late fees, attorney's fees and costs.

4.5 Collection of Assessments and Charges. If any Owner fails to pay any Assessment or charge, or installment thereof, within 10 days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such Assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late fee not to exceed the greater of \$25.00 or 5% of the amount of each Assessment installment that is paid past the due date. The late fee shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed lease of a Unit or a conveyance or other transfer of a Parcel.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the manner set forth in the Act.

(D) To bring an action at law for a money judgment against the Owner without waiving its right to foreclose its lien.

(E) To suspend use rights to the Common Area and other facilities if the Owner is more than 90 days delinquent in paying any fee, fine or other monetary obligation due to the Association.

Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent Assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687, Florida Statutes and is not a fine. The foregoing is applicable notwithstanding Section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

4.6 Acceleration. If any Special Assessment or quarterly installment of the annual Assessment (including any Neighborhood Assessment or Condominium Association Assessment, whether annual or Special, as applicable) as to a Parcel becomes more than 30 days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Parcel's annual Assessments (including any Neighborhood Assessment or Condominium Association Assessment) for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the Public Records of Lee County, Florida. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Unit Owner a notice of the exercise, which notice shall be sent by certified or registered mail, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by the Act, or may be sent separately.

4.7 Certificate. Within 10 business days after receiving a written or electronic request for an estoppel certificate from an Owner or mortgagee, or his or its designee, the Association shall issue an estoppel certificate. The Association shall designate its property manager/property management company or a person on its website (if any) and a street or e-mail address for receipt of a request for an estoppel certificate. The estoppel certificate must be provided by hand delivery, regular mail or e-mail to the requestor on the date or issuance of the estoppel certificate. The estoppel certificate may be completed by any Director, authorized agent, or authorized representative of the Association. The estoppel certificate must contain all of the information and must be substantially in the form set forth in Section 720.30851 of the Act. The Association may charge a reasonable fee for the preparation and delivery of an estoppel certificate, which fee may not exceed the applicable amount set forth in Section 720.30851 of the Act.

4.8 Neighborhood Assessments and Condominium Association Assessments. In addition to the Assessments shared by all Owners and Parcels on a pro rata basis, the Board of Directors may annually (based upon a good faith rationale and methodology) levy (i) Neighborhood Assessments covering estimated Neighborhood Common Expenses for a particular Neighborhood (for example, the Association may levy Neighborhood Assessments that vary by Neighborhood, depending on the relative cost of maintaining that Neighborhood's landscaping due to the difference in size of Parcels in different Neighborhoods). The Owners and Parcels in a particular Neighborhood shall be obligated to pay Neighborhood Assessments pro rata based upon the number of Parcels in that Neighborhood; and (ii) Condominium Association Assessments covering estimated Condominium Association Common Expenses for a particular Condominium Association Area. The Owners and Parcels in a particular

Condominium Association Area shall be obligated to pay Condominium Association Assessments pro rata based upon the number of Parcels in that Condominium Association Area.

4.9 Special Assessments. Special Assessments may be levied by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. The total of all Special Assessments coming due in any fiscal year that are assessed on a Community-wide basis (i.e., against all Owners and Parcels) shall not exceed 10% of the total annual budget for that year (including reserves), without approval from Voting Representatives representing a majority of the Voting Interests. The total of all Special Assessments coming due in any fiscal year that are assessed against a particular Neighborhood shall not exceed 10% of the total annual Neighborhood Common Expenses for that year, without approval from Voting Representatives representing a majority of the Voting Interests in that Neighborhood. The total of all Special Assessments coming due in any fiscal year that are assessed against a particular Condominium Association Area shall not exceed 10% of the total annual Condominium Association Common Expenses for that year, without approval from Voting Representatives representing a majority of the Voting Interests in that Condominium Association Area. A Special Assessment may be levied against all Owners and Parcels, or only against the Owners and Parcels in a particular Neighborhood (in the latter case, if necessary to meet unusual, unexpected, unbudgeted or non-recurring Neighborhood Common Expenses) or in a particular Condominium Association Area (in such case, if necessary to meet unusual, unexpected, unbudgeted or non-recurring Condominium Association Common Expenses).

4.10 Resale Assessments. Unless otherwise prohibited by FNMA, VA, HUD, FHA, FHLMC, or other similar governmental or quasi-governmental agency, a Resale Assessment shall be due and payable to the Association by the transferee upon the conveyance of title to a Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Declarant. The Board of Directors shall determine the amount of the Resale Assessment for a particular fiscal year. The Resale Assessment will be collected at closing and, upon payment, may be used to pay Common Expenses. Payment of the Resale Assessment shall be the legal obligation of the transferee of the Parcel. For the purposes of this Section 4.10, the term "conveyance" shall mean the transfer of title to a Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. If the Owner is a corporation, limited liability company or other similar type of business entity, the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. If the Owner is a partnership, the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 4.10. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Assessment: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; and (d) to an Institutional Mortgagee or the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (d) above, the Resale Assessment shall be due and payable.

4.11 Specific Assessments. The Board of Directors shall have the power to levy Specific Assessments against a particular Parcel, in the same manner as a fine, to recoup costs incurred in bringing a Parcel into compliance with the Owner's maintenance obligations pursuant to the Governing

Documents, or costs incurred as a result of the conduct of the Owner or other occupants of a Unit, their agents, contractors, employees, licensees, invitees or Guests; provided, the Board of Directors shall give the Owner written notice and an opportunity for a hearing, in same manner as a fine, as set forth in Section 8.1 of the Bylaws. Notwithstanding the foregoing, a Specific Assessment shall become a lien against a Parcel, regardless of the amount (by contrast, a fine of less than \$1,000.00 shall not become a lien against a Parcel, unless the Act is amended to provide for such lien).

4.12 Enforcement Against Lessees. Subject to the procedures and limitations set forth in Section 720.3085(8) of the Act, if a Parcel is occupied by a Lessee and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Lessee pay the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Parcel have been paid in full to the Association. The Lessee must pay the monetary obligations to the Association until the Association releases the Lessee or the Lessee discontinues tenancy in the Parcel. The Association may evict the Lessee if the Lessee fails to make a required payment to the Association.

In the event that Section 720.3085(8) is removed from the Act, the remainder of this Section 4.12 shall be applicable to the Association's ability to collect rent from a Lessee. If an Owner has leased his Parcel and the Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the Lessee pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Parcel have been paid in full to the Association. The Lessee must pay the monetary obligations to the Association until the Association releases the Lessee or the Lessee discontinues tenancy in the Parcel. If the Lessee paid rent to the Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the Lessee shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Owner until the Association releases the Lessee or the Lessee discontinues tenancy in the Parcel. The liability of the Lessee may not exceed the amount due from the Lessee to the Owner. The Owner shall provide the Lessee a credit against rents due to the Owner in the amount of moneys paid to the Association. The Association may evict the Lessee if the Lessee fails to make a required payment to the Association. However, the Association shall not be considered a landlord under Chapter 83, Florida Statutes. The Lessee shall not, by virtue of payment of monetary obligations to the Association, have any of the rights of an Owner. The Board shall have the authority as a condition of approving a lease to require that the Lessee and the Owner enter into a lease addendum that provides that all lease payments shall be paid to the Association during such time as the Owner is delinquent in paying any monetary obligation owed to the Association. Alternatively, the Association may require that such language be included in the lease.

5. ARCHITECTURAL AND AESTHETIC CONTROL.

5.1 Necessity of Architectural Review and Approval. No Owner or Condominium Association shall make or permit the making of any alterations or additions to his Parcel or its Condominium Association Common Area (including landscaping), or in any manner change the exterior appearance of any portion of the Unit, without first obtaining the written approval of the Architectural Review Committee, which approval may be denied if it determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to the Community, in part or in whole, based upon or reasonably inferable from the Architectural Design and Construction Standards and this Declaration. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Architectural Review

Committee. The installation of hurricane shutters shall be subject to regulation by the Architectural Review Committee. No review or approval by the Architectural Review Committee shall imply or be deemed to constitute an opinion by the Architectural Review Committee, nor impose upon the Architectural Review Committee or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design, quality of materials, and compliance with building code or life and safety requirements. The scope of any such review and approval by the Architectural Review Committee is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Community.

Any Owner may display a sign of reasonable size provided by a contractor for security services within 10' of any entrance to the Unit.

5.2 Powers of the Board of Directors. The Board of Directors shall have the authority to enact modifications and/or amendments to the Architectural Design and Construction Standards. Any modification or amendment to the Architectural Design and Construction Standards shall be consistent with the provisions of this Declaration.

5.3 Powers and Duties of the Architectural Review Committee. The Architectural Review Committee shall have the powers and duties set forth in the Architectural Design and Construction Standards.

5.4 Other Approvals Required. Each Owner is responsible for obtaining all necessary governmental approvals prior to commencement of any work. Approvals granted pursuant to this Declaration shall not avoid the need for any approvals set forth in the Condominium Association Documents. The Architectural Design and Construction Standards shall take priority over any conflicting architectural review guidelines adopted by a Condominium Association.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Common Area. Every Owner and his or her Family, Lessees, Guests, invitees and other occupants of his Unit shall have a perpetual non-exclusive easement for ingress, egress, access and use in, to and over the Common Area for use in common with all other Owners, their Lessees, Guests, invitees and occupants of other Units. Such easements described in this Section 6.1 shall be appurtenant to and shall pass with the title to every Parcel subject to the following:

(A) The right and duty of the Association to levy Assessments against each Parcel for the maintenance, repair, replacement or betterment of the Common Area and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board of Directors. No such easement shall materially interfere with use rights to the Common Area for the purposes intended.

THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED, TO MAINTAIN OR SUPPORT ACTIVITIES WITHIN THE COMMUNITY DESIGNED TO MAKE THE COMMUNITY SAFER THAN IT MIGHT OTHERWISE BE. THE ASSOCIATION DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE SECURITY OF THE COMMUNITY OR THE EFFECTIVENESS OF ANY SUCH ACTIVITIES. ALL OWNERS AND

OCCUPANTS IN THE COMMUNITY AGREE TO SAVE AND HOLD THE ASSOCIATION AND ITS DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMUNITY.

6.2 Easements. The Association shall have the right to grant or relocate such utility, telecommunications, irrigation, drainage, access or other easements over, under and across any portion of the Community, for any purpose the Board of Directors deems necessary or desirable, including, without limitation, for the following purposes: the proper operation, maintenance, repair, replacement or betterment of the Community; the general health or welfare of the Owners; to carry out any provisions of the Governing Documents; and to fulfill the Association's obligations to any governmental authority, taxing district, the CDD, a public or private utility or SFWMD. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Units. Each Parcel shall be subject to an easement in favor of all other portions of the Community for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public or private utility lines and other similar or related facilities serving other Parcels and portions of the Community. In addition, if, by reason of original construction, shifting, settlement or movement, any Unit encroaches upon the Common Area or upon any other Parcel (including, without limitation, roof overhangs and related drainage gutters), an easement shall exist to the extent of that encroachment as long as the encroachment exists, including an easement for the continued maintenance and repair of original construction encroachments. In the event that any structure is partially or totally destroyed, then rebuilt, the Owners and the Association agree that encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments (including, without limitation, roof overhangs and related drainage gutters) and the continued maintenance and repair of such encroachments and the structure shall exist, but such encroachments shall be to the extent permitted by the original construction, shifting, settlement or movement. The Association and its vendors, contractors and employees, are granted a blanket easement over the Common Area and Parcels for repair and maintenance and for carrying out the Association's responsibilities pursuant to this Declaration, a plat or governmental permit or authorization. Each Parcel shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the Parcel for construction of pools or other structures. The adjoining Owner shall restore the Parcel to its previous condition following completion of such construction. Notwithstanding the foregoing, neither the Association nor the Board of Directors may alter any easements in favor of the Private Amenities without the prior written approval of the owner of the Private Amenities.

6.3 Partition; Separation of Interest. There shall be no judicial partition of the Common Area, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in the Community, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel. The ownership of any Parcel and the ownership of the Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one Parcel hold membership in the Association.

6.4 Additional Easements. The Community (including the Parcels) shall be subject to and benefited by any and all easements which are set forth in the Governing Documents or any plat or other recorded instrument encumbering all or a portion of the Community, including, without limitation, utility easements for the installation, maintenance and repair of utilities by any utility company and drainage easements. The Community (including the Parcels) shall also be subject to a public service easement for police protection, fire protection, emergency services, postal services and meter reading. The Association

shall have such easements across the Community and all Parcels as are necessary to fulfill its obligations as set forth in the Governing Documents.

7. MAINTENANCE OF COMMON AREA, PARCELS AND UNITS.

7.1 Association Maintenance of Common Area. The Association shall be responsible for the maintenance, repair and replacement of the Common Area. The Association shall also be responsible for the maintenance, repair and replacement, as applicable, of any other real property and improvements the Association has pursuant to this Declaration or any other covenants, contracts or agreements to which it is a party or otherwise bound.

7.2 Association Maintenance of Landscaping Other Than Common Area Landscaping. The Board of Directors shall adopt written minimum landscape maintenance standards for the Community.

(A) The Association may assume, through its annual budget adopted by the Board of Directors, the obligation to maintain the exterior landscaped portion of the Parcels in the Community and Condominium Association Area, which includes lawns, shrubs and trees up to 14' in height, irrigation systems and other landscaping, except for any areas enclosed by fencing or other screening or otherwise not readily accessible from outside of the Parcels and Condominium Association Area.

(B) If the Association assumes responsibility for landscape maintenance and enters into a bulk landscape maintenance contract for the entire Community ("Bulk Landscape Contract"), the Board of Directors shall adopt a written maintenance program which shall describe all landscape services to be performed by the Association, including but limited to mowing, edging, fertilizing, watering, pruning, mulching, application of insecticides, fungicides and herbicides, as well as maintenance of the irrigation systems installed as part of the Parcels' and Condominium Association Area's initial development. The Association's cost of the maintenance described in subsection (A) above and this subsection (B) shall be assessed as Neighborhood Assessments and Condominium Association Assessments, except that a Condominium Association may contract for its own landscaping services as set forth in subsection (C) below.

(C) Any Condominium Association may opt out of the Association's Bulk Landscape Contract, but may do so only at the end of the contract term, unless otherwise agreed to by the landscape provider and the Board of Directors. A Condominium Association may enter into its own contract with a landscape provider, provided that the Board of Directors verifies that such contract complies with the minimum landscape maintenance standards adopted by the Board of Directors. The Voting Representative for the Condominium Association shall be the conduit for approving the alternate landscape provider and shall seek input from the Owners in the applicable Condominium Association Area(s) as appropriate during the selection process. All Condominium Association Areas that are serviced by an alternate landscape provider will be subjected to a monthly review by the Board of Directors or its designee to identify landscape maintenance issues. All comments/observations will be summarized in a written report and forwarded to the applicable Voting Representative(s) to take corrective steps within a specified number of days (which shall be at least 30 days). To the extent that the Condominium Association's landscape maintenance does not subsequently comply with the Association's minimum landscape maintenance standards, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Condominium Association Area into conformity and the expenses of doing so shall be payable by the Condominium Association. In the alternative, the Association may demand that the Condominium Association change its landscape provider.