

(D) The Association shall not be responsible for the maintenance of modifications an Owner or Condominium Association makes to the landscaping on his or her Parcel or its Condominium Association Area without the prior written approval of the Architectural Review Committee, if such modifications increase the Association's cost of landscape maintenance.

7.3 Owner Maintenance. Owners shall maintain, repair and replace their Parcels, Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition, except for those portions to be maintained, repaired and replaced by the Association. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Parcel or Unit, whether with or without approval from the Board of Directors, such Owner shall be deemed to have warranted to the Association and its Members that his contractor is properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Owners are prohibited from trimming, pruning or removing trees, shrubs or similar vegetation on any portion of the Common Area or Private Amenities. Any Owner desiring to trim, prune or alter the vegetation on any portion of the Common Area or Private Amenities shall make a written request to the Association or the owner of the Private Amenities, as applicable, who shall have the sole and final decision-making authority on what, if any, vegetation shall be removed or altered.

7.4 Alterations and Additions to Common Area. Material alterations or substantial additions to the Common Area may be undertaken by the Association with approval from the Board of Directors.

7.5 Maintenance of Exclusive Common Area and Condominium Association Area. A Condominium Association shall maintain its Condominium Association Area and any other property for which it has maintenance responsibility in a safe, clean, orderly and attractive condition. Upon resolution of the Board of Directors, the Owners within particular Condominium Association(s) shall be responsible for paying, through Condominium Association Assessments, the costs of the Association operating, maintaining and insuring certain portions of the Condominium Association Area. In addition, upon resolution of the Board of Directors, the Owners within particular Neighborhood(s) shall be responsible for paying, through Neighborhood Assessments, the costs of the Association operating, maintaining and insuring certain portions of particular Neighborhood(s) which the Board designates as Exclusive Common Area (for example, entry features, landscaped medians, cul-de-sacs, lakes and other portions of the Common Area within particular Neighborhood(s)).

7.6 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with his or her obligations, after 14 days' notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Unit into conformity and the expenses of doing so shall be an obligation of the Owner as a Specific Assessments, which lien may be foreclosed in the same manner as the Association's Claim of Lien, but subject to the procedural requirements in Sections 4.1 of this Declaration and 8.1 of the Bylaws. The Association has an easement upon the Parcel and its improvements for these purposes. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his or her obligations set forth in the Governing Documents.

7.7 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Parcels, Units or personal property made necessary by his or her act or negligence, or by that of any member of his or her Family or Guests, Lessees, invitees or other occupants of his or her Unit. Each Owner has a duty to maintain his or her Parcel and Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Area or any other property.

If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Parcels, Units, the Common Area or any other property, the Owner of the offending Parcel or Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to repair the damage and the costs thereof shall be an obligation of the Owner as a Specific Assessment, which lien may be foreclosed in the same manner as the Association's Claim of Lien, but subject to the procedural requirements in Sections 4.1 of this Declaration and 8.1 of the Bylaws.

7.8 Stormwater Management System. The Association shall operate, maintain, repair and replace, all or a portion of the Stormwater Management System, but only to the extent such responsibilities are delegated to the Association by the CDD pursuant to a covenant to share costs or other agreement to which the Association is a party or otherwise is bound. The Association and all Owners shall comply with all applicable SFWMD restrictions and permits. SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding violations.

8. INSURANCE; REPAIR/RECONSTRUCTION AFTER CASUALTY: The Association shall obtain and maintain insurance as follows:

8.1 Required Coverage. The Association shall obtain and maintain adequate insurance, including directors, officers and committee members' liability insurance (with provisions for deductibles and in such amounts and coverages as the Board of Directors shall determine from time to time), subject to the minimum requirements imposed by law and as set forth below. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees as their interests shall appear. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 8.1, the term "persons who control or disburse Association funds" includes, but is not limited to, persons who are authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall bear the cost of any insurance or bond.

8.2 Description of Coverage. A detailed summary of the coverage included in the policies and the policies shall be available for inspection and copying by Owners or their authorized representatives in the manner set forth in the Act.

8.3 Damage to Common Area. Where insured loss or damage occurs to the Common Area, the Board of Directors shall obtain reliable and detailed estimates of the cost of repair and reconstruction and shall determine whether or the extent to which the Common Area shall be repaired or reconstructed.

8.4 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Common Area.

9. RESTRICTIONS. The Community is subject to the restrictions set forth in this Section 9 and in the Use Restrictions and Use Restrictions for Lessees attached hereto as Exhibits "C-1" and "C-2", respectively, as amended from time to time. Similarly situated Owners shall be treated similarly; provided, the Use Restrictions may vary by Neighborhood or Condominium Association Area. The Board of Directors may amend the Use Restrictions and Use Restrictions for Lessees (including creating new restrictions), at a duly noticed meeting of the Board of Directors. However, prior to adopting any amendment to the Use Restrictions or the Use Restrictions for Lessees, the Board of Directors shall send

notice to all Voting Representatives at least 10 days prior to the meeting of the Board of Directors at which such action will be considered. The Voting Representatives shall have a reasonable opportunity to be heard at such Board meeting. An amendment to the Use Restrictions or the Use Restrictions for Lessees shall be effective unless subsequently disapproved by Voting Representatives representing at least a majority of the Voting Interests. The Board of Directors shall have no obligation to call a meeting of the Voting Representatives to consider disapproval except upon receipt of a petition of the Voting Representatives as required for special meetings of the Voting Representatives. The petition must be received by the Association within 14 days of the date that the Board of Directors adopts the amendment to the Use Restrictions or the Use Restrictions for Lessees. A proposal to amend the Use Restrictions or the Use Restrictions for Lessees must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Use Restrictions [or Use Restrictions for Lessees, as applicable] for current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment. The Board of Directors shall not amend the Use Restrictions or Use Restrictions for Lessees in a manner that is in conflict with the restrictions set forth in this Declaration. The amendment to the Use Restrictions or the Use Restrictions for Lessees shall become effective upon its recordation in the Public Records of Lee County, Florida.

If any Use Restriction would otherwise require an Owner to dispose of personal property which he or she maintained in or on his Parcel prior to the effective date of such Use Restriction, or to vacate a Unit in which he or she resided prior to the effective date of such Use Restriction, and such property was maintained or such occupancy was in compliance with this Declaration and all Use Restrictions previously in force, such Use Restriction shall not apply to any such Owner without his or her consent.

No Use Restriction or action by the Association or the Board of Directors shall unreasonably impede the Declarant's right to develop the Community.

10. ASSOCIATION'S EXCULPATION. The Association may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. The Association, Condominium Associations, Owners and the Owners' Family members, Lessees, Guests, occupants of Units and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to the Association's property manager. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation and/or whose remedial action shall control.

11.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity by or against the Association, Condominium Association(s) or any person(s) violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or against a Parcel to enforce any lien created by these covenants; and failure by the

Association to enforce the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Condominiums, Timeshares and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act. Pursuant to Section 720.303(1) of the Act, before commencing litigation against any party (including the Declarant or its directors, officers, agents and employees, or against any directors or officers of the Association appointed by the Declarant prior to the Turnover Date) in the name of the Association involving amounts in controversy in excess of \$100,000.00, the Association must obtain the affirmative approval of Voting Representatives representing a majority of the Voting Interests at a Members' meeting at which a quorum has been attained. The requirement in the preceding sentence is in addition to those set forth in Section 11.4 below.

11.2 Entry by Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Association and its authorized agents and employees, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner any construction or other violation that may be or exist thereon. The Association and its authorized agents and employees shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Board of Directors may impose a fine or fines against an Owner for failure of the Owner, his or her Family, Guests, invitees, Lessees, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act. Fines may be levied in accordance with the procedures set forth in the Bylaws and the Act.

11.4 Alternative Method for Resolving Disputes with the Declarant and Builders. In any dispute over a "Claim" (as defined below) between the Association, its Directors, officers and committee members, or any other person who is bound by the Governing Documents (including Owners, Lessees, Guests and occupants of Unit) against the Declarant or a Builder, pre-suit negotiations and pre-suit mediation shall be required. This Section 11.4 shall not be applicable to any dispute (a) that does not involve a Claim; or (b) in which the Declarant or a Builder are not a defendant. For purposes of this Section 11.4, a "Claim" is any dispute arising out of or relating to the interpretation, application or enforcement of the Governing Documents (including the rights, obligations and duties of any party that is subject to this Section 11.4). Notwithstanding the foregoing, the following are not a Claim: (a) any suit by the Association against the Declarant or a Builder to enforce Section 4 of this Declaration; (b) any suit by the Association against the Declarant or a Builder to obtain a temporary restraining order (or equivalent equitable relief) and such other equitable remedies as only a court may deem necessary in order to maintain the status quo and to preserve the Association's ability to enforce Section 9 of this Declaration; (c) any suit as to which any applicable statute of limitations would expire within 180 days of giving the "Notice" defined in (A) below, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonable be necessary to comply with this Section 11.4; and (d) any suit that is exempt from this Section 11.4 under Florida law.

(A) **Notice.** Any party having a Claim ("Claimant") against any other party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing ("Notice"), stating plainly and concisely:

- (1) the nature of the Claim, including the persons involved and the Respondent's role in the

claim;

- (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) Claimant's proposed remedy; and
- (4) that the Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(B) Negotiation and Mediation.

(1) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may, but is not obligated to, appoint a representative to assist the Parties in negotiation.

(2) If the parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed to by the parties) ("Termination of Negotiations"), the Claimant shall have 30 additional days to submit the Claim to mediation under the auspices of a mediator certified by the Twentieth Judicial Circuit of Florida. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation conference (provided that the Respondent has cooperated in good faith to participate in the mediation conference), the Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to the Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. If the Respondent does not cooperate in good faith to participate in a mediation conference, the Claimant shall not be deemed to have waived the Claim, and shall have no further obligation to comply with this Section 11.4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the parties do not settle the Claim at the mediation conference, the mediator shall issue a notice of an impasse and the date the mediation was terminated. The mediation conference shall occur within 60 days of the Notice unless the parties agree to an extension. Each party shall bear its own costs, including attorney's fees, and each party shall share equally all charges rendered by the mediator.

(3) If the Parties agree to a resolution of the Claim through negotiation or mediation and any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures in this Section 11.4. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party all of its costs, including attorney's fees (or if more than one non-complying party, from all such parties pro rata), provided that the party taking action to enforce the agreement prevails in such suit or administrative proceeding.

12. LEASE APPROVAL REQUIREMENT; LEASE TERM AND FREQUENCY; AND OTHER LEASE RESTRICTIONS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this Section 12. No Unit may be used on a "time share" basis. As set forth in Section 1.16 above, a lease of a Unit includes 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. No Owner may lease his or her Unit more than 4 times in any calendar year. The first day of occupancy under the lease shall determine in which calendar year the lease occurs. The minimum leasing term is 30 days. No lease may be for a period of more than one year. However, the Board may, in its discretion, approve the same lease from

year to year. No subleasing or assignment of lease rights by the Lessee(s) is permitted. The Use Restrictions (Exhibit "C-1" to this Declaration) and Use Restrictions for Lessees (Exhibit "C-2" to this Declaration) contain additional restrictions on Lessees and leased Units. All leases of Units must be in writing. An Owner may lease only his entire Unit, and then only in accordance with this Section 12 and any applicable Use Restrictions that are not in conflict with this Declaration, after receiving the approval of the Association. The Lessee(s) must be a person(s) and not a corporation, partnership, limited liability company, other entity or trust.

12.1 Procedure.

(A) Notice by the Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least 30 days prior to the first day of occupancy under the lease, together with the name and address of the Lessee(s) and all other occupants, a fully executed copy of the proposed lease, processing fee and such other information as the Board of Directors may reasonably require. The Lessee(s) must sign for having received copies of the Governing Documents.

(B) Action by Board of Directors. The Board of Directors shall have 20 days from the Association's receipt of the required notice, processing fee and all information requested in which to approve or disapprove the proposed lease. It is the intent hereof that if the Owner has provided the notice, processing fee, copy of the fully executed proposed lease and other information requested at least 30 days in advance of the first day of occupancy under the lease, as required in Section 12.1(A) above, the Board of Directors shall render its decision at least 10 days prior to such first day of occupancy. If the Board of Directors or its designee neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a written letter of approval to the Lessee(s).

(C) Disapproval. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (1) the Owner is delinquent in the payment of any monetary obligation owed to the Association and/or a Condominium Association at the time the application is considered;
- (2) the Owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome Lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
- (3) The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening Lessee applicants inadequately, recommending undesirable Lessees, or not obtaining prior Association approval as required herein;
- (4) the application on its face indicates that the Lessee(s) or any other occupants intend(s) to conduct himself/themselves in a manner inconsistent with the Governing Documents;
- (5) the Lessee(s) or any other occupants has/have evidenced an attitude of disregard for the Governing Documents by his/their conduct in the Community or in other locations as a Lessee, Owner, Guest, occupant or otherwise, or;
- (6) the Lessee(s) has/have failed to provide the notice, information, fees or security deposit required to process the application in a timely manner, or provided false information to the Association as part of the application procedure; or
- (7) the lease was concluded by the parties without having sought and obtained the prior approval required herein.

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

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors or its designee, on such forms and include such terms as the Board of Directors may provide from time to time. All Lessee(s) shall be required to acknowledge receipt of all Governing Documents. The Board of Directors shall have the authority to require that the Owner and Lessee sign a form of lease addendum. The legal responsibility for paying monetary obligations owed to the Association may not be delegated to the Lessee(s).

(F) Delegation of Approval Authority. The Board of Directors may by resolution delegate its approval authority to an ad hoc committee or individual designee. However, the Board of Directors may not delegate its authority to disapprove leases to any other entity or person.

(G) Regulation by Association. All of the provisions of the Governing Documents shall be applicable and enforceable against any person occupying a Unit as a Lessee or other occupant, to the same extent as against the Owner. A covenant on the part of each Lessee and other occupants to abide by the Governing Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the Lessees and all other occupants in the event of breach of the Governing Documents, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. All Lessees and other occupants are subject to the Governing Documents, including the Use Restrictions attached hereto as Exhibit "C-1" and the Use Restrictions for Lessees attached hereto as Exhibit "C-2".

(H) Fees and Deposits for the Lease of Units. Whenever herein the Board of Directors' approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application in the amount set by the Board of Directors from time to time, such fee not to exceed the maximum amount allowed by law ("Application Fee"). No Application Fee may be charged for approval of a renewal or extension of a lease with the same Lessee(s). The Association may also require payment by the Owner of a lease deposit fee in the amount of \$1,000.00 ("Owner Deposit"), which Owner Deposit shall be forfeited in the event the Lessee(s) and other occupants violate the Governing Documents and shall cover damage to the Common Area, without the Association waiving any right to recover damages in excess of \$1,000.00. The amount of the Owner Deposit may be modified by the Board of Directors from time to time.

13. TRANSFER APPROVAL REQUIREMENT: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Parcels, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Parcel shall be subject to the following provisions:

13.1 Forms of Ownership:

(A) A Unit may be owned by one natural person.

(B) Co-Ownership. Co-ownership of Parcels is permitted. If the co-Owners are to be other than spouses, the Board shall condition its approval upon the designation by the proposed new Owners of 2 natural persons as the "Primary Occupants". The use of the Parcel by other persons shall be as if the

Primary Occupants were the only actual Owners. Any subsequent change in the Primary Occupants shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Section 13. No more than one such change will be approved in any 12 month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided in this Section 13. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trust, corporation, partnership or other entity as an Owner shall be conditioned upon designation by the Owner of not more than one 2 natural persons as the "Primary Occupants". The use of the Parcel by other persons shall be as if the Primary Occupants were the only actual Owners. Any subsequent change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 13. No more than one such change will be approved in any 12 month period.

(D) Designation of Primary Occupant. If any Owner fails to designate Primary Occupants when required to do so, the Board may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

(E) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 13.2 below. In that event, the life tenant shall be the only Member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the Parcel in addition to the Owners. Any consent or approval required of Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights.

13.2 Procedure.

(A) Sale or Gift. No Owner may transfer a Parcel or any ownership interest in a Parcel by sale or gift (including agreement for deed) without prior written approval of the Board of Directors, which shall not be unreasonably denied.

(B) Delegation of Approval Power. To facilitate transfers proposed during times when many Directors may not be in residence, the Board of Directors may by resolution delegate its approval (but not its disapproval) powers to an ad hoc committee. The Chairman of the committee shall be deemed a Vice President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

(C) Notice to Association.

(1) Sale or Gift. An Owner intending to make a sale or gift of his Parcel or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least 30 days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, an application for approval to purchase, processing fee and such other information as the Board of Directors may reasonably require.

(2) Devise, Inheritance or Other Transfer. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and

such other information as the Board of Directors may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board of Directors, but may sell or lease the Parcel following the procedures in this Declaration.

(3) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to conveying his or her Parcel, such failure shall create a rebuttable presumption that the Owner and the purchaser intend to violate the Governing Documents, and shall constitute good cause for Association disapproval.

(D) Action by Board of Directors. Within 20 days after receipt of the required notice, processing fee and all information requested, the Board of Directors shall approve or disapprove the transfer. It is the intent hereof that if the Owner has provided the notice, processing fee, copy of the fully executed sales contract and other information requested at least 30 days in advance of the intended closing date, as required in Section 13.2(C) above, the Board of Directors shall render its decision at least 10 days prior to the intended closing date. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by an officer in recordable form and delivered to the transferee. If the Board of Directors neither approves nor disapproves within the time limit set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board of Directors shall issue a Certificate of Approval to the transferee.

(E) Disapproval With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the entire Board of Directors so votes. The following, without limitation, may be deemed to constitute good cause for disapproval (to the extent reasonably relevant to the application):

(1) the application on its face gives the Board of Directors reasonable cause to believe that the applicant(s) or any other occupant intend(s) to conduct himself/themselves in a manner inconsistent with the Governing Documents;

(2) the applicant(s) or any other occupants has/have a history of disruptive behavior or disregard for the rights or property of others;

(3) the applicant(s) or any other occupants has/have evidenced an attitude of disregard for the Governing Documents by his/their conduct in the Community as a Lessee, Owner, Guest, or occupant;

(4) the applicant(s) has/have failed to provide the notice, information or fees required to process the application in a timely manner, or provided false information to the Association as part of the application procedure; or

(5) the transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

(F) Exception. The provisions of this Section 13 are not applicable to the acquisition of title to a Parcel by an Institutional Mortgagee who acquires title through its mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale of the Parcel by such Institutional Mortgagee.

(G) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Section 13 shall be void unless subsequently approved in writing by the Board of Directors.

(H) Fees Related to the Transfer of Parcels. Whenever herein the Board of Directors' approval is required to allow the sale or other transfer of an interest in a Parcel, the Association shall charge a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law.

14. DURATION OF COVENANTS; AMENDMENT OF DECLARATION:

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by the Association, any Condominium Association and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the 30th anniversary of the date of recordation of this Declaration (as amended to that date by the Owners as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive 10 year periods. The number of 10 year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each 10 year renewal period for an additional 10 year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent 10 year renewal period, 90% of the Voting Interests, at a duly held meeting of Members, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least 45 days in advance of said meeting. If the Members vote to terminate this Declaration, the President or Vice President of the Association shall execute a certificate with the formalities of a deed, which shall set forth the Book and Page of the Public Records of Lee County, Florida in which this Declaration is recorded, the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Pursuant to the Articles of Incorporation, the Association has perpetual existence. However, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area, including the Stormwater Management System (but only if the Association is obligated to operate and maintain any or all of the Stormwater Management System pursuant to a covenant to share costs or other agreement to which the Association is a party or otherwise is bound) and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by a similar non-profit organization or entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

14.2 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by Voting Representatives representing a majority of the Voting Interests. Upon any amendment to this Declaration being proposed by the Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. A proposal to amend this Declaration must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Declaration for

current text." An immaterial error or omission in the amendment process does not invalidate an otherwise properly adopted amendment.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, this Declaration may be amended if the proposed amendment is approved by Voting Representatives representing at least 67% of the Voting Interests, provided that the text of each proposed amendment has been given to the Members in accordance with the Act and the Bylaws. This Declaration shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of this Declaration. The Board of Directors shall have the authority to amend this Declaration in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend this Declaration to correct scrivener's errors or omissions, and amend and restate this Declaration in order to consolidate into one document amendments previously adopted by the members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda). The Board of Directors shall conduct a review of the Governing Documents every 5 years in order to determine whether any amendments are required to make them consistent with any applicable statutes and regulation.

14.4 Certificate: Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to this Declaration, which certificate shall identify the Book and Page of the Public Records in which this Declaration is recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Lee County, Florida.

14.5 Limitation on Amendments. Any amendment proposed to the Governing Documents which would affect the Stormwater Management System shall be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the Permit. If a modification is necessary, SFWMD will so advise the permittee. Any amendment to any of the provisions governing the following shall also require approval of 51% of the Eligible Mortgage Holders holding mortgages on Parcels in the Community: hazard or fidelity insurance requirements; restoration or repair of any Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. An "Eligible Mortgage Holder" is an Institutional Mortgagee that provides a written request to the Association to be considered an Eligible Mortgage Holder (such request to state the name and address of such holder, insurer, or guarantor and the Parcel). An Eligible Mortgage Holder will be entitled to timely written notice of: any condemnation loss or any casualty loss which affects a material portion of the Common Area or which affects any Parcel on which there is an Institutional Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; any delinquency in the payment of Assessments or charges owed by an Owner of a Parcel subject to the mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of 60 days, provided, however, notwithstanding this provision, any Institutional Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Parcel of any obligation under the Governing Documents which is not cured within 60 days; any lapse, cancellation, or material modification of any insurance policy maintained by the Association; any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders; or any "material amendments" and "extraordinary actions", as such terms are defined in applicable requirements of the Veterans Administration. A majority of Institutional Mortgagees may demand that the Association retain professional management and obtain an audit of the Association's financial records. No amendment shall materially or adversely alter the proportionate Voting Interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the liability for Assessments unless the Owner and all record owners of liens on the

Parcels join in the execution of the amendment. A change in the quorum requirement is not an alteration of Voting Interests. No amendment shall convert a Parcel into Common Area or redefine a Parcel's boundaries unless the Association obtains the prior written consent and Joinder, in recordable form, of that Owner and all holders of a lien against that Parcel.

15. RIGHTS RESERVED TO DECLARANT. The Declarant has the following reserved rights, which may not be removed, revoked or modified without the Declarant's written consent:

15.1 Marketing and Sales Activities; Right to Develop; and Easement and Inspection Rights. The Declarant and Builders authorized by Declarant (i.e., any persons who purchase a Parcel from the Declarant for the purpose of constructing a residential dwelling for resale to a consumer) may without fee or charge carry on upon portions of the Common Area and on Parcels and in Units such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the construction or sale of Parcels and Units, including, but not limited to, business offices, signs, model units and sales offices. Such activities may include, without limitation, holding special events and promotional activities on portions of the Common Area. The Declarant and its authorized builders have easements for access to and use of the Common Area for such purposes. The Declarant and its employees, agents and designees have the right of access and use over and upon all of the Common Area for the purpose of making, constructing and installing such improvements as it deems appropriate. The Declarant has reserved for itself and such other persons as it may designate, non-exclusive easements throughout the Community to the extent reasonably necessary to access, inspect, test or correct any property that it owns.

15.2 Right to Transfer or Assign Declarant Rights. Any or all of the rights and obligations of the Declarant set forth in this Declaration may be transferred in whole or in part to other persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration. Except for a transfer or assignment of such Declarant's rights to the Declarant's mortgagee pursuant to a foreclosure action or deed in lieu of foreclosure (in which case the Declarant's mortgagee shall assume the Declarant's rights), no such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and recorded in the Public Records of Lee County, Florida. In the event the Declarant's mortgagee succeeds to the Declarant's rights pursuant to a foreclosure action or deed in lieu of foreclosure, such mortgagee may assume the Declarant's obligations with the exception of any of the Declarant's monetary obligations. The foregoing sentence shall not preclude the Declarant from permitting other persons to exercise, on a one time or limited basis, any right reserved to the Declarant in this Declaration when the Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

16. RIGHTS OF PRIVATE AMENITIES. The Private Amenities are also known as 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 and the Private Amenities Owner has the following reserved rights, which may not be removed, revoked or modified without the Private Amenity Owner's written consent:

16.1 General. The owner of the Private Amenities (currently, the Declarant) is referred to herein as the "Private Amenities Owner". Use of the Private Amenities is determined by a contract between the Private Amenities Owner and the Association.

16.2 Conveyance of Private Amenities. All persons, including Owners, are advised that no representations or warranties have been or are made by the Private Amenities Owner, the Association, any Builder or by any person on behalf of any of the foregoing, with respect to the continuing ownership

or operation of the Private Amenities, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenities. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation: (a) the sale to or assumption of operations of the Private Amenities by a person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenities or an entity owned or controlled by its members become the owner(s) and operator(s) of the Private Amenities; or (c) the conveyance of the Private Amenities to one or more of the Declarant's affiliates, shareholders, employees or independent contractors. Consent of the Association, any Condominium Association or any Owner shall not be required to effectuate any change in the ownership or operation of the Private Amenities, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

16.3 View Impairment. The Association and the Private Amenities Owner do not guarantee or represent that any view over and across the Private Amenities from Parcels adjacent to the Private Amenities will be preserved without impairment. The Private Amenities Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Private Amenities from time to time. The Private Amenities Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens of the golf course from time to time. Any such additions or changes may diminish or obstruct any view from the Parcels and any express or implied easements for view purposes or for the passage of light and air have been previously and are now expressly disclaimed.

16.4 Rights of Access and Parking. There has been established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within the Community reasonably necessary to travel between the entrance to the Community and the Private Amenities and over those portions of the Community (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenity shall have the right to park their vehicles on the roadways located within the Community at reasonable times before, during, and after tournaments and other similar functions held by or at the Private Amenities to the extent that the Private Amenities have insufficient parking to accommodate such vehicles. The Board of Directors, upon mutual agreement with the Private Amenities Owner, may establish and amend from time to time reasonable restrictions on access through the entrance gate to the Community, including verifying that those seeking access to the Community are in fact entitled to use the Private Amenities, are vendors providing services or goods to the Private Amenities or have a ticket to attend a tournament or other similar functions (or their names have been provided to the Association's vendor that operates the entrance gate). Members of the Private Amenity will be afforded the use of identical access procedures implemented for use by Owners. The guests of members of the Private Amenity and the invitees, employees, agents, contractors, and designees of the Private Amenities will be afforded the use of identical access procedures implemented for use by Owners' Guests and the invitees, agents and contractors of Owners and the Association.

16.5 Architectural Control. Declarant, the Association, any Condominium Association or the Architectural Review Committee, shall not approve any construction, addition, alteration, change, or installation on or to any portion of the Community which is adjacent to, or otherwise in the direct line of sight of, any Private Amenities without giving the Private Amenities Owner at least 15 days' prior written notice of its intent to approve the same, together with copies of the request and all other documents and information finally submitted in such regard. The Private Amenities Owner shall then have 15 days to

respond, in writing, stating in detail any objection it may have. The Declarant, Association, any Condominium Association, or the Architectural Review Committee shall consider the Private Amenities Owner's objection but shall have no obligation to withhold approval. This Section 16.5 shall also apply to any work on the Common Area, Exclusive Common Area or any Condominium Association Common Area.

16.6 Jurisdiction and Cooperation. The Association and the Private Amenities Owner shall cooperate to the maximum extent possible in the operation of the Community and the Private Amenities. The Association shall have no power to promulgate Use Restrictions or Rules and Regulations (other than those set forth in the Initial Use Restrictions that were attached to the original Declaration as Exhibit "C") affecting activities on or use of the Private Amenities.

16.7 Assumption of Risk and Indemnification. Every Owner, by his or her purchase of a Parcel in the vicinity of the Private Amenities, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Private Amenities, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset); (b) noise caused by golfers; (c) use of pesticides, herbicides and fertilizers; (d) use of effluent in the irrigation or fertilization of any golf course; (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the golf course; (f) errant golf balls and golf clubs; and (g) design of the golf course. Each such Owner agrees that neither the Declarant, the Private Amenities Owner (if other than the Declarant), the Association nor any of the Declarant's affiliates or agents shall be liable to any such Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to or arising from or otherwise related to the proximity of the Owner's Parcel to the golf course, including, without limitation, any claim arising in whole or in part from the negligence of the Declarant, the Private Amenities Owner (if other than the Declarant), any of the Declarant's affiliates or agents, or the Association. Each such Owner agrees to indemnify and hold harmless the Declarant, the Private Amenities Owner (if other than the Declarant), any of the Declarant's affiliates or agents, and the Association against any and all claims by Owner's visitors, Lessees, Guests and others upon such Owner's Parcel.

16.8 Easements For Golf Course. All Parcels, the Common Area, Exclusive Common Area and Condominium Association Common Area are burdened with an easement permitting golf balls unintentionally to come upon such areas, and, unless restricted by the Association, for golfers at reasonable times and in a reasonable manner to come upon Parcels, the Common Area, Exclusive Common Area and Condominium Association Common Area to retrieve errant golf balls; provided, however, that if a Parcel is fence or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury for errant golf balls or the exercise of this easement: (i) the Declarant; (ii) the Association or its Members; (iii) Worthington Communities, its successors or assigns; (iv) Builders or contractors; (v) the Private Amenities Owner or the owner of any golf course adjacent to Renaissance; and (vi) any officer, director or partner of any of the foregoing, or any officer or director of any partner. Any portion of the Community immediately adjacent to a golf course is burdened with a non-exclusive easement in favor of the adjacent golf course for overspray of water from the irrigation system serving such golf course. Under no circumstances shall the Association, the Private Amenities Owner or any owner of such adjacent golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement. The Private Amenities Owner and any owner of any golf course adjacent to the Community, their successors and assigns, shall have a perpetual easement of access over the Community

for the purpose of retrieving golf balls from bodies of water within the Common Area lying reasonably within range of golf balls hit from its golf course.

16.9 Interference With Private Amenities. No amendment to the Rules and Regulations or action by the Association shall interfere with the use or operation of any Private Amenities.

16.10 Exclusive Rights to Use Name of Development. No person shall use the name "Renaissance" or any derivative of such name in any printed or promotional material without the Private Amenities Owner's prior written consent. However, the Association, Owners, Builders and realtors may use such names in printed or promotional matters when such term is used solely to specify that a particular property is located within the Community. The Association has the right to use the word "Renaissance" in its name.

17. GENERAL PROVISIONS.

17.1 Waiver. Any waiver by the Association of the breach of any provisions of this Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

17.2 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

17.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

17.4 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address.

17.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

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

LIST OF EXHIBITS

Exhibit "A"	Land Subjected to Declaration
Exhibit "B"	Articles of Incorporation
Exhibit "C-1"	Use Restrictions
Exhibit "C-2"	Use Restrictions for Lessees
Exhibit "D"	Bylaws

EXHIBIT "A"

The real property legally described in Exhibit "A" to the original Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 3633, Page 4366, Public Records of Lee County, Florida (specifically Pages 4434-4452), which is incorporated by reference.