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Christopher J. Thornton
Margot J. Wainger
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February 25, 2014

VIA REGULAR MAIL:

Addison Place at Pelican Landing Homeowners' Association, Inc.
c/o Herb Solomon, KMA Management
7935 Airport Pulling Rd. N., Suite #200
Naples, FL 34109

Re: Addison Place at Pelican Landing Homeowners' Association, Inc.
Original and recorded Certificate of Amendment, Amended and Restated
Declaration of Covenants, Conditions, & Restrictions, Legal Description, Bylaws,
and Articles of Incorporation

Dear Herb:

I am pleased to enclose the original and a recorded copy of the Certificate of Amendment, Amended and Restated Declaration of Covenants, Conditions, & Restrictions, Legal Description, Bylaws, and Articles of Incorporation for Addison Place at Pelican Landing Homeowners' Association, Inc. as recorded in the Public Records of Lee County, Florida on February 25, 2014 at Instrument No. 2014000037678. Please file the certificate with your corporate documents.

Thank you kindly for allowing our Firm to assist you in this matter. Should you have any questions, please do not hesitate to call me, or my Paralegal, Laura Cari, at 239-687-3936.

Very truly yours,



Steven J. Adamczyk, Esq.

SJA/lc
Enclosures
CC: Property management and BOD via electronic mail

Prepared by and return to:
Steven J. Adamczyk, Esquire
Goede, Adamczyk & DeBoest, PLLC
8950 Fontana Del Sol Way, Suite 100
Naples, Florida 34109

Original
Certificate of
Amendment
and Decl, etc...

CERTIFICATE OF AMENDM

I HEREBY CERTIFY that the following Amended an Conditions and Restrictions for Addison Place at Pelican Landir Amended and Restated By-Laws for Addison Place at Pelican Land the Amended and Restated Articles of Incorporation for Addison Association, Inc. were duly adopted by the Association membership the Association on the 12th day of February, 2014. Said amendmen of voting interests of the Association.

The original Declaration of Covenants, Restrictions and Easements, By-Laws, and Articles of Incorporation for Addison Place at Pelican Landing Homeowners' Association, Inc. is recorded in the Public Records of Lee County, Florida, at O.R. Book 2940, at Page 2877, et seq., and as amended.

The legal description of the Lee County, Florida real property subject to the amended covenants is further described in Exhibit "A" of the original Declaration of Covenants, Restrictions and Easements recorded in the Public Records of Lee County, Florida, at O.R. Book 2940, at Page 2877, et seq., and as amended.

ADDISON PLACE AT PELICAN LANDING
HOMEOWNERS' ASSOCIATION, INC.
a Florida not-for-profit corporation

[Signature]
Witness

By: [Signature]
GERALD T MEIER, its President

REBECCA J PETERSON RN, CCN
Printed Name of Witness

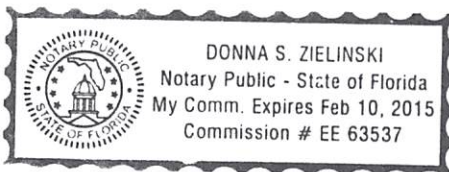
[Signature]
Witness

HAROLD STRAKA
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by Gerald T. Meier, as President of ADDISON PLACE AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC., to me personally known or identified by a drivers' license and who did take an oath, on this 21 day of February, 2014.

[Signature]
Notary Public
Donna Zielinski
Printed name of Notary
My Commission Expires:



Prepared by and return to:
Steven J. Adamczyk, Esquire
Goede, Adamczyk & DeBoest, PLLC
8950 Fontana Del Sol Way, Suite 100
Naples, Florida 34109

CERTIFICATE OF AMENDMENT

I HEREBY CERTIFY that the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for Addison Place at Pelican Landing Homeowners' Association, Inc., the Amended and Restated By-Laws for Addison Place at Pelican Landing Homeowners' Association, Inc., and the Amended and Restated Articles of Incorporation for Addison Place at Pelican Landing Homeowners' Association, Inc. were duly adopted by the Association membership at a duly noticed Members' Meeting of the Association on the 12th day of February, 2014. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Restrictions and Easements, By-Laws, and Articles of Incorporation for Addison Place at Pelican Landing Homeowners' Association, Inc. is recorded in the Public Records of Lee County, Florida, at O.R. Book 2940, at Page 2877, et seq., and as amended.

The legal description of the Lee County, Florida real property subject to the amended covenants is further described in Exhibit "A" of the original Declaration of Covenants, Restrictions and Easements recorded in the Public Records of Lee County, Florida, at O.R. Book 2940, at Page 2877, et seq., and as amended.

ADDISON PLACE AT PELICAN LANDING
HOMEOWNERS' ASSOCIATION, INC.
a Florida not-for-profit corporation

[Signature]
Witness

By: [Signature]
GERALD T MEIER, its President

REBECCA J PETERSON RN, CCN
Printed Name of Witness

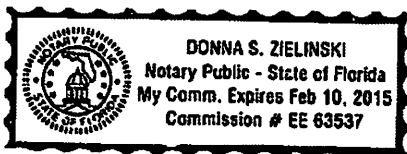
[Signature]
Witness

HAROLD STRAKA
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by Gerald T. Meier, as President of ADDISON PLACE AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC., to me personally known or identified by a drivers' license and who did take an oath, on this 21 day of February, 2014.

[Signature]
Notary Public
Donna Zielinski
Printed name of Notary
My Commission Expires:



**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION.
FOR PRESENT TEXT SEE EXISTING DECLARATION.**

**AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ADDISON PLACE AT PELICAN LANDING**

KNOW ALL MEN BY THESE PRESENTS that on April 2, 1998 the original Declaration was recorded in Official Record Book 2940, at Page 2877 *et seq.*, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter the "Property") is legally described as set forth in the attached Exhibit "A" hereto.

No additional land is being added by this instrument and no land is being removed by this instrument. 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 owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

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

1.1 "Addison Place at Pelican Landing" means the Neighborhood constructed on the Property, including but not limited to the Lots and the Common Areas.

1.2 "Addison Place Foundation Representative" means the individual permitted to vote on behalf of and represent the Members on Foundation matters.

1.3 "Addison Place Master Representative" means the individual permitted to vote on behalf of and represent the Members on Master Association matters.

1.4 "Assessments" means a share of the funds required for the payment of common expenses and individual expenses which from time to time are assessed by the Association against an Owner as Regular, Special and Individual Assessments.

1.5 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the

Bylaws of Addison Place at Pelican Landing Homeowners' Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibit "B" and "C" respectively.

1.6 "Association" means Addison Place at Pelican Landing Homeowners' Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and the other rights and obligations referenced herein..

1.7 "Board" means the Board of Directors responsible for the administration of the Association.

1.8 "Colony Community Documents" means any and all documents, instruments and agreements governing The Colony at Pelican Landing Foundation, Inc., including, but not limited to, the Colony Declaration, Articles of Incorporation and Bylaws of the Foundation, and any procedures, rules, regulations or policies adopted by the Foundation, as amended from time to time.

1.9 "Colony Declaration" means the Declaration and General Protective Covenants for The Colony at Pelican Landing, recorded in Official Records Book 2775, Page 3845, et seq. of the Public Records of Lee County, Florida and the First Supplement to the Declaration and General Covenants for The Colony, recorded in Official Records Book 2775, page 3938, et seq. of the Public Records of Lee County, Florida, as the same may be amended from time to time.

1.10 "Common Areas" means and refer to those areas of land shown on any plat of Addison Place at Pelican Landing which are dedicated to or owned by Addison Place at Pelican Landing Homeowners' Association, Inc., or any other property which is dedicated, conveyed, leased or licensed to the Association, and which are intended to be devoted to the common use and enjoyment of the Members of Addison Place at Pelican Landing Homeowners' Association. Common Areas shall include, but not be limited to, streets, walls and/or fences, entry features, lighting, landscaping, irrigation systems as further described herein, and the Water Management Systems. The term "Common Area" shall also include any personal property acquired by Addison Place at Pelican Landing Homeowners' Association if said property is designated as Common Area in the bill of sale or instrument transferring same or subsequently declared by the Association to be Common Area. Any land or personal property leased by the Association shall lose its character as Common Area upon the expiration of such lease.

1.11 "Common Expenses" means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Association which are assessed against the Owners including the operation, maintenance and replacement of the Water Management System.

1.12 "**Common Surplus**" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues over the common expenses.

1.13 "**Declaration**" means this Declaration as amended from time to time.

1.14 "**Family**" or "**Single Family**" shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.

1.15 "**Foundation**" shall mean and refer to The Colony at Pelican Landing Foundation, Inc., a Florida not-for-profit corporation.

1.16 "**Governing Documents**" means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

1.17 "**Guest**" means any person who is not the Owner or a lessee of a home or a member of the Owner's or lessee's family, who is physically present in, or occupies a home on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.18 "**Home**" means a residential dwelling unit intended for residential use which is constructed on the properties.

1.19 "**Lease**" means the grant by a residential Owner of a temporary right of use of the Owner's home with or without valuable consideration.

1.20 "**Lot**" means and refer to any lots, together with any and all improvements thereon, numerically designated and shown or described on the Plat and Property, on which a residential structure has been or is intended to be constructed. With respect to any attached residential structures situated on one or more lots, "Lot" shall mean the portion of the structure owned by the Owner and the Owner's interest in the underlying land.

1.21 "**Maintenance**", "**Repair**" and "**Replacement**." Maintenance means the upkeep or preservation of the condition of the property. Repair means to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation or partial destruction. Replace means to place again; restore to a former condition after destruction.

1.22 "Master Association" means and refer to Pelican Landing Community Association, Inc., a Florida not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Community Documents.

1.23 "Master Community Documents" means any and all documents, instruments and agreements governing the Pelican Landing Community Association, Inc., including, but not limited to, the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, and any procedures, rules, regulations or policies adopted by the Master Association, as amended from time to time.

1.24 "Master Declaration" means the Amended and Restated Declaration and General Protective Covenants for Pelican Landing, recorded in Official Records Book 2198, Pages 1873 through 2026, Public Records of Lee County, Florida.

1.25 "Members" means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws. All Owners shall be Members; provided, however, that there shall be no more than one (1) Member for each Lot.

1.26 "Occupy" when used in connection with a home, means the act of staying overnight in a home. "Occupant" is a person who occupies a home.

1.27 "Owner" or "Lot Owner" means the record Owner of legal title to a Lot.

1.28 "Pelican Landing" shall mean the real property which is subject to the Master Declaration pursuant to the terms thereof.

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

1.30 "Property" or "Community" means all the real property which is subject to this Declaration.

1.31 "Streets" shall mean and refer to any roadway which is constructed by the original developer and dedicated to Addison Place at Pelican Landing Homeowners Association. Streets and all median landscaping and specialty surface treatments such as, but not limited to, pavers or stamped concrete shall be maintained by Addison Place at Pelican Landing Homeowners Association.

1.32 "Structure" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or

less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes, without limitation swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.33 "Tenant" or "Lessee" means any individual or occupant who resides in the Home for at least 14 days out of any calendar month and pursuant to any other restrictions herein, with or without valuable consideration.

1.34 "Voting Interests" means the voting rights distributed to the Association members pursuant to the Bylaws.

1.35 "Water Management System" shall mean and refer to constructed surface and/or underground systems and facilities for the drainage and/or storage of surface water throughout Addison Place at Pelican Landing, including all lakes thereon.

2. ASSOCIATION.

2.1 Membership. Every Owner of a Lot shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles and Bylaws, and the rules and regulations of the Association, as amended from time to time.

2.2 Plan for Development.

(A) The Property is located in The Colony at Pelican Landing and is subject to the general restrictive covenants described in the Declaration and General Protective Covenants for The Colony at Pelican Landing recorded in Official Records Book 2775, page 3845, et seq. of the Public Records of Lee County, Florida and the neighborhood restrictive covenants more particularly described in the First Supplement to the Declaration and General Covenants for The Colony, recorded in Official Records Book 2275, page 3938, et seq. of the Public Records of Lee County, Florida and this Declaration, as the same may be amended from time to time. The Colony at Pelican Landing is managed and operated by a Florida not-for-profit corporation known as The Colony at Pelican Landing Foundation, Inc. (the "Foundation"). All Owner's of Lots in Addison Place at Pelican Landing will automatically be members of the Foundation and as such will have voting rights therein, the use of certain common areas within The Colony at Pelican Landing and be subject to assessments, all as more particularly described in the Colony Community Documents.

(B) The properties within The Colony at Pelican Landing, including Addison Place at Pelican Landing, are also subject to the general restrictive covenants described in that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing, recorded in Official Records Book 2198, Page 1873, et seq. of the Public Records of Lee

County, Florida, as the same may be amended from time to time. Pelican Landing is managed and operated by the Pelican Landing Community Association, Inc., a Florida not-for-profit corporation (the "Master Association"). All owners of Lots in Addison Place at Pelican Landing will automatically be members of the Master Association and will have voting rights therein, the use of certain Pelican Landing common areas and be subject to assessments, all as more particularly described in the Master Community Documents.

(C) All owners of Lots within Addison Place at Pelican Landing, by virtue of having acquired an interest in property located within The Colony at Pelican Landing, are deemed to have knowledge that their Lot is within the Pelican Landing Development of Regional Impact ("DRI"), subject to the Development Order as recorded in Official Records Book 2545, page 1082, of the Public Records of Lee County, Florida, and the final DRI Development Order issued by Lee County, Florida, as the same may be amended or modified from time to time.

(D) All properties within The Colony at Pelican Landing, including all Lots within Addison Place at Pelican Landing, are or may be under the jurisdiction of the Bayside Community Development District, a special taxing district established by the State of Florida under Chapter 190, Florida Statutes. Generally, the purposes of the District are to provide and maintain certain urban infrastructure facilities and services, which may include water management, irrigation, roads, bridges, potable water distribution and waste water management, among others. The District has the authority to levy and collect fees, charges, taxes and other assessments from property Owners to pay for these facilities and services. The rights and responsibilities of the District and Owners are further defined in the Master Declaration for Pelican Landing.

2.3 Voting Rights. Voting rights are set forth in the Bylaws of the Association.

2.4 Addison Place Master Representative. As provided in the Master Declaration, voting on Master Association matters will be conducted through Addison Place at Pelican Landing Homeowners' Association, and Members will have no power to vote on Master Association matters other than through their Addison Place at Pelican Landing Homeowners' Association. Addison Place Master Representative shall, on behalf of Members, cast the votes of Members on Master Association matters. Addison Place Master Representative shall be the officer of Addison Place at Pelican Landing Homeowners' Association, appointed by the President. Addison Place Master Representative shall cast the votes which such representative represents in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least fifty-one percent (51%) of the voting power in attendance at any duly constituted meeting of the Members shall instruct Addison Place Master Representative as to the manner in which such representative is to vote on any issue, then such representative shall cast all of the voting power of the Members in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to

such issues. Addison Place Master Representative shall have the authority, but not the obligation, in Addison Place Master Representative's sole discretion, to call a special meeting of the Members in the manner provided in the Bylaws for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Members of the Master Association. It shall be conclusively presumed for all purposes of Master Association business that Addison Place Master Representative in casting votes for the Members has acted within the authority and consent of the Members.

2.5 Addison Place Foundation Representative. As provided in the Colony Declaration, voting on Foundation matters will be conducted through Addison Place at Pelican Landing Homeowners' Association, and Members will have no power to vote on Foundation matters other than through their Addison Place at Pelican Landing Homeowners' Association. Addison Place Foundation Representative shall, on behalf of Members, cast the votes of Members on Foundation matters. Addison Place Foundation Representative shall be the President, or Vice President as an alternate, of Addison Place at Pelican Landing Homeowners' Association. Addison Place Foundation Representative shall cast the votes which such representative represents in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least fifty-one percent (51%) of the voting power in attendance at any duly constituted meeting of the Members shall instruct Addison Place Foundation Representative as to the manner in which such representative is to vote on any issue, then such representative shall cast all of the voting power of the Members in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to such issues. Addison Place Foundation Representative shall have the authority, but not the obligation, in Addison Place Foundation Representative's sole discretion, to call a special meeting of the Members in the manner provided in the Bylaws for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Members of the Foundation. It shall be conclusively presumed for all purposes of Foundation business that Addison Place Foundation Representative in casting votes for the Members has acted within the authority and consent of the Members.

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

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

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

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

2.10 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties as limited pursuant to Section 13.3 herein. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the owners.

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

2.12 Purchase of Lots. The Association has the power to purchase Lots in the community in connection with the foreclosure of an Association lien for assessments, charges or fines or any other foreclosure of an interest that affects the Association's lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the members.

2.13 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in this Declaration, the power to acquire, encumber or convey ownership interests in real property, including recreational facilities, whether or not contiguous with the property, shall be exercised by the Board of Directors only after approval by at least a majority of the voting interests of the Association.

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

2.15 Roster. The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Owners. Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request, except that any personal identifying

information required to be kept confidential shall not be made available.

2.16 Alterations, Improvements, Additions. The Association, by action of its Board, may make minor and insubstantial alterations, additions and improvements to the Association Property having a cost not in excess of Twenty Thousand Dollars (\$20,000). All other alterations, additions and improvements to the Common Areas costing in excess of \$20,000 must first be approved by the affirmative vote of at least two-thirds (2/3) of the voting interests in the Association voting in person or by proxy at a duly called meeting of the members of the Association. No alteration, addition or improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of his Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

3. ASSESSMENTS. The provisions of this section shall govern assessments payable by all Owners, for the common expenses of the Association not directly attributable to one of the Lots.

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

- (A) The Owner's share of annual assessments based on the annual budget adopted by the Board of Directors of the Association;
- (B) The Owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;
- (C) Any charges properly levied against individual Owner(s) ("Individual Assessments") without participation from other Owners;
- (D) Any assessment provided for by the Foundation or the Master Association.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the governing documents as to Institutional Mortgagees, no Owner may be excused from the payment of assessments unless all owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or

transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

3.2 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Owners and residents of Addison Place at Pelican Landing; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned of the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses also include the funds necessary to provide reserve accounts for:

(A) renovation or major repairs to the Common Areas; and

(B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

3.3 Assessments Levied by the Master Association. If required by the Master Association, Addison Place at Pelican Landing Homeowners' Association shall collect assessments owed to the Master Association by Owners. Addison Place at Pelican Landing Homeowners' Association shall remit any amount collected to the Master Association within ten (10) days of its receipt along with an accounting of the Owners who have made payments and the amounts thereof. In the event any amount owed the Master Association is not timely paid to the Master Association, the Master Association shall have the right to enforce its rights under the Master Documents against the Owner(s) whose payment is not received by the Master Association. The Association shall not be required to remit any assessment payment to the Master Association unless and until the Association receives payment from the Owner.

3.4 Assessments Levied by the Foundation. If required by the Foundation, Addison Place at Pelican Landing Homeowners' Association shall collect assessments owed to the Foundation by Owners. Addison Place at Pelican Landing Homeowners' Association shall remit this amount to the Foundation when due as provided at Article 6 of The Colony Declaration. In the event any amount owed the Foundation is not timely paid, the Foundation shall have the right to enforce its rights under the Colony Documents against the Owner(s) whose payment is not received by the Foundation. The Foundation, in the Colony Declaration, has reserved the right, in its sole and absolute discretion, to elect to collect Foundation assessments directly from Owners instead of collecting through Addison Place at Pelican Landing Homeowners' Association. The Association shall not be required to remit any assessment payment to the Foundation unless and until the Association receives payment from the Owner.

3.5 Share of Assessments, Regular, Special and Individual. The owners of each Lot shall be liable for a one-twenty-eighth (1/28th) share of the regular annual and special assessments levied by the Association for common expenses of the Association. All monetary fines assessed against an

Owner pursuant to the governing documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the governing documents, shall be an Individual Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein.

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

3.7 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended from time to time, for the foreclosure of a lien upon a Lot for unpaid assessments. All unpaid assessments and charges also constitute a personal obligation of the owners and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

3.8 Priority of Liens. Unless otherwise provided for by law, the Association's lien for unpaid charges, assessments and all other amounts shall relate back to the date the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.9 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid.

In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Owner shall become liable for said assessments or installments on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the

Association by or on behalf of an Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid regular, special or individual assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying the Lot during any period in which assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association as provided in this Declaration.

3.10 Acceleration. If any special assessment or installment of a regular assessment as to a Lot becomes more than thirty (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 Lot's assessments 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. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney 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 Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

3.11 Removal of Property. After the Association successfully performs a foreclosure on the property, if the Owner does not remove personal property from the foreclosed premise, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell or donate such forfeited property after ten (10) days written notice by certified mail addressed to the homeowner at the last known address or at such address on record as provided to the Association by the Owner. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, rules and regulations including the right to compel removal of the property and right to impose any and all fines.

3.12 Certificate as to Assessment, Mortgagee Questionnaires. Within fifteen (15) days after request by an Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Owner with respect to the Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge up to \$150.00 to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to \$150.00 (in addition to any charge for an estoppel letter) plus attorney's fees for doing so.

3.13 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be jointly and severally liable for all past due monetary obligations attributable to the Lot, or to the former Owner of the Lot, including but not limited to, any assessments, interest, late fees, administrative

costs, attorneys' fees and any other monetary obligation which came due prior to the mortgagee's acquisition of title or as required by Section 720.3085, Florida Statutes. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners, including such acquirer and his or her successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due assessments and monetary obligations due and owing at the time of sale regardless of whether or not the Association has file a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his or her ownership.

3.14 Working Capital Contribution. The Association may levy a Working Capital Contribution upon a new transferee of a conveyance of any Lot owned by an Owner. The amount of the Working Capital Contribution and the manner of payment shall be determined by resolution of the Board of Directors from time to time; provided, however, that all Lots similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. The Working Capital Contribution shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee and shall apply to voluntary and involuntary conveyances. The purpose of the Working Capital Contribution is to insure that the Association will have cash available for expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Capital Contributions may also be used to offset operating expenses. Working Capital Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. For the purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot by deed or other authorized means of conveyance for or without valuable consideration, whether voluntary or involuntary, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed.

4. EASEMENTS.

4.1 Appurtenant Easements. All Owners shall have a non-exclusive easement to use and enjoy the Common Areas, subject to the terms of the Governing Documents, including parking and traffic regulations adopted by the Master Association, the Foundation or Addison Place at Pelican Landing Homeowners' Association, payment of use or access fees or other charges reasonably imposed by Addison Place at Pelican Landing Homeowners' Association and subject to any restrictions or limitations contained in any instrument conveying such property to Addison Place at Pelican Landing Homeowners' Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to the Governing Documents. An Owner who leases his or her Lot shall be deemed to have delegated all such rights to the lessee of the Lot. All Common Areas shall be maintained by Addison Place at Pelican Landing Homeowners' Association in such manner that its use and enjoyment as open space will not be diminished or destroyed. No Common Area shall be developed except for use by Owners as open space.

4.2 Utility Easements. There is hereby reserved unto the Association and the designees (which may include, without limitation, Lee County, Florida, and any utility company), blanket easements upon, over, across, and under all of Addison Place at Pelican Landing for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating and maintaining roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including but not limited to water, sewer, meter boxes, telephones, gas, electricity and irrigation; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot.

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

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

(A) the right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services herein, and, to aid thereof, to mortgage said properties;

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

(C) the right of the Association to a non-exclusive easement over, across and through each Lot as necessary to meet the Association's maintenance responsibilities as well as the Water Management System.

4.5 Easement for Encroachment and Overhang. There shall be a reciprocal appurtenant easement for encroachment and overhang between adjacent Lots. Such easement shall be for roof overhangs, and other improvements which were unintentionally placed or have settled or shifted. The easement shall be for a distance of not more than five (5) feet, as measured from any point on the common boundary between the adjacent Lots, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment of anything other than an overhang exist if such encroachment occurred due to willful conduct on the part of an Owner.

4.6 Notwithstanding anything to the contrary contained herein, the Association has the power, without the joinder of any Owner, to grant, modify or relocate easements in any portion of the common area or association property, as the Board shall deem necessary or desirable for the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

5. MAINTENANCE.

5.1 Association Maintenance. The Association shall, in addition to other maintenance obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility for all Common Area property located within Addison Place at Pelican Landing including the landscaping, and electrical fixtures serving the Common Areas. The Association shall also be responsible for

(A) Regular and periodic maintenance and cleaning of the pool located on each Lot and specifically excluding any obligation to repair or replace the pool or related components; and

(B) Maintenance, repair and replacement of all irrigation water lines which serve more than one (1) Lot.

5.2 Lot Owner Maintenance. The individual Owners shall, in addition to other obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility of the following:

(A) The home, structure and all structural components, including courtyard walks, entry doors, garage doors, and roof components, windows, sliding glass doors, screens, screen doors and their hardware, frameworks, and locks serving the home. The exterior of the structure, including the roofs, shall be cleaned on a regular basis by the Lot Owner to remove and discourage mold growth and to present the exterior in an attractive condition. In the event an Owner replaces any of the foregoing, including, but not limited to, paint, roof tiles, or any improvement visible from the street, the Board may require the Owner to seek approval from the DRC or the Board subject to reasonable restrictions and covenants as adopted by the DRC or the Board.

(B) The complete interior of the home including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

(C) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone and other similar lines and connections and sewer pipes and septic systems serving the individual Lot.

(D) All potable and non-potable water lines from the shut-off valve and serving the individual Lot as well as all irrigation lines and related control systems which serve only the Owner's individual Lot. The Owner shall also be responsible to repair and replace any part of the irrigation system, including the irrigation control box and related parts, which serves the Owner's Lot to the exclusion of all other Lots in the Association, it being the specific intent of this section that the Association shall be responsible to maintain, repair and replace the main irrigation line(s) serving all Lots and the individual Owner shall be responsible to repair and replace those portions of the irrigation lines which serve a single Lot.

(E) Any modification, alteration, installation or addition to the Lot or Common Areas made by the Owner or his predecessors in title with Board approval including but not limited to, any decks or concrete pads. The Owner shall be responsible for insurance, maintenance, repair and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the properties for which the Association is responsible.

(F) The repair and replacement of any mailbox, sod, trees, shrubs or additional landscaping or other improvements except as expressly assumed by the Association herein.

5.3 Landscaping. In order to provide a means by which landscape maintenance of Lots may be fulfilled without jeopardizing the security of Addison Place at Pelican Landing by the possibility of admission thereto of a large number of landscaping maintenance contractors and their agents and employees, the Association shall be responsible for the maintenance of landscaping (but not the repair and replacement) and in particular lawn care of each and every Lot within Addison Place at Pelican Landing and such maintenance shall be an Association expense. This shall also include fertilization and insect and disease treatment.

5.4 Irrigation of Lots. The Association shall maintain and control the usage, frequency and duration of the irrigation system on the Lots and the Common Areas. Each Owner hereby consents and agrees to provide the Association, its agents and assigns, reasonable access to the irrigation control box attached to each home to regulate the usage, frequency and duration of the irrigation system. No Owner shall alter or interfere with the control box, irrigation controls, or the Association's ability to regulate the irrigation system. The Lot Owner shall be responsible for the maintenance, repair and replacement of the control box attached to each home.

5.5 Enforcement of Maintenance. If the Owner fails to maintain his Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot and remedying the violation, with or without consent of the Owner but only after ten (10) days written notice of intent to do so. No hearing shall be required prior to the Association enforcement under this Section. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an individual assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3 above.

5.6 Negligence; Damage Caused by Condition in Lot. Each Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, or personal property made necessary by his act or negligence or by that of any member of his family or his

guests, employees, agents, or lessees.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.

6.1 Improvements Requiring Approval. No building, structure, mailbox or related components, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure or Lot shall occur unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Design Review Committee ("DRC"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The DRC shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the DRC the plan shall be deemed denied. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. All changes, alterations or modifications to an approved plan must also be approved pursuant to these same requirements.

6.2 The DRC. The architectural review and control functions of the Association shall be administered and performed by the Design Review Committee (the DRC), which shall consist of at least three (3) persons, who shall be Members of the Association. All members of the DRC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The Board of Directors can appoint all or some of the Directors to the DRC. A majority of the DRC shall constitute a quorum to transact business at any meeting of the DRC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the DRC. Any vacancy occurring on the DRC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The members of the DRC shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The DRC shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the DRC in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the DRC are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the DRC.

6.3 Powers and Duties. The DRC shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and

noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the DRC of one (1) complete set of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, or Lot including without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The DRC may also require submission of samples of building materials proposed for use on or as part of any home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Properties, and which is visible from the outside of any home. Evidence of approval by the DRC may be made by a certificate, in recordable form, executed by the Chairman of the DRC. Any party aggrieved by a decision of the DRC or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

(D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the DRC that the improvement or work is not in compliance with the approved plans and specifications then upon written demand from the DRC the work shall be suspended until such time as the DRC authorizes the work to be recommenced.

(E) Notwithstanding anything to the contrary contained herein if an Owner is delinquent in the payment of assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice the approval of the DRC may be denied or withheld pending payment of the assessments, fines or other charges or correction of the violation.

6.4 Variances. The DRC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural

obstructions, hardship, aesthetic or environmental which must be signed by at least two (2) members of the DRC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The Board of Directors may overrule and void any variance granted by the DRC if such action is taken within twenty (20) days from the date the variance is granted.

6.5 Nonliability of DRC Members. Neither the DRC nor any member thereof, nor its duly authorized DRC representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The DRC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Development. The DRC shall take into consideration the aesthetic aspects of the architectural designs, placement or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

7. WATER MANAGEMENT SYSTEM AREA RESTRICTIONS AND EASEMENTS.

7.1 Improvements. No improvements, planting or other material (other than landscape material) of any kind shall be constructed, erected or installed, unless constructed, erected or installed by the Association, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of a Water Management System reserved for, or intended by the Association to be reserved for, drainage ways, sluice-ways or for the accumulation of run-off waters, as reflected in any plat or instrument of record, without the specific written permission of the Association.

7.2 Ingress and Egress. An Owner shall in no way deny or prevent ingress and egress by Addison Place at Pelican Landing Homeowners Association to any Water Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefore, are hereby granted in favor of Addison Place at Pelican Landing Homeowners' Association, and all appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress, and easements therefore, are hereby specifically reserved and created.

7.3 Modification. No Lot shall be increased in size by the filling in of any water retention or Water Management System on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established water retention and Water Management Systems that have been or may be created by easement. No Owner may draw water for irrigation or other purposes from any lake, pond or other Water Management System nor is any boating or swimming in such areas allowed.

7.4 Prohibitions. The conservation lands and conservation buffer zones identified on the Plat, or any instrument of record, may not be altered from their natural state other than to remove exotic vegetation, or to install and maintain Common Area facilities, or to provide the utilities and drainage as shown on the plat and approved construction plans. Each Owner of a Lot containing a conservation buffer zone shall retain use of the conservation buffer zone, but the Owner may in no way alter such area from its natural state as noted above. Activities prohibited within the conservation lands and conservation buffer zones include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soils or other substances such as trash; removal or destruction of trees, shrubs or other vegetation, with the exception of exotic vegetation removal; dredging or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation. Each Owner or other beneficiary of any conservation lands, conservation buffer zones, or Common Areas, shall have the right to institute litigation to ensure that said properties and easements therefore are properly and continually maintained.

7.5 Responsibility. All Water Management Systems within the Property will be the ultimate responsibility of Addison Place at Pelican Landing Homeowners' Association. Addison Place at Pelican Landing Homeowners' Association may enter any Lots or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of Addison Place at Pelican Landing Homeowners' Association. In addition thereto, any Owner or other beneficiary of the Water Management System shall have the right to institute litigation against Addison Place at Pelican Landing Homeowners' Association to ensure that the Water Management System, and easements therefore, are properly and continuously maintained.

7.6 Construction. Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of Water Management Systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

8. USE RESTRICTIONS. The following rules and standards apply to Addison Place at Pelican Landing and shall be enforced by the Association as provided herein.

8.1 Home. Each home shall be occupied by only one family at any time. Each home shall be used as a home and for no other purpose. However, "no impact" or "low impact" home based business in and from a home are allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create excessive customer traffic to

and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, or other activities as determined by the Board of Directors, including but not limited to, a home day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited.

8.2 Minors; Operation of Motor Vehicles on Common Area. All persons under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents. Any person that does not have a valid, current driver's license is prohibited from operating any motor vehicle, including but not limited to golf carts, on the Common Area unless said person is under the direct supervision of another person that has a valid, current driver's license.

8.3 Pets. Pets of a normal domesticated household type (such as cats or dogs) are permitted. Pets must be carried under the Owner's arm or leashed at all times when outside the Owner's Home or Lot. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to fine an Owner and/or order and enforce the removal of any pet that becomes a source of unreasonable annoyance or a danger to the health, safety and welfare to other residents. No reptiles, monkeys, rodents, amphibians, poultry, swine, rabbits, ferrets or livestock may be kept on the properties. All animals kept in the home must be for personal family enjoyment as pets, no commercial breeding or boarding of animals of any type is allowed. Tenants shall not be permitted to keep dogs as pets in Addison Place at Pelican Landing. No dog runs or animal pens of any kind will be permitted on any Lot. Lot Owners shall be responsible to pick up and dispose of pet waste.

8.4 Nuisances. No obnoxious or offensive activity, noise or sound shall be carried on within Addison Place at Pelican Landing or upon any part, portion or tract thereof. Nor shall any Owner use his home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Home, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. The Board of Directors' determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

8.5 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any Lot unless the same complies with the standards and guidelines established pursuant to the Colony Community Documents and has been approved by the Foundation, except as may be required by legal proceedings. The Foundation reserves the right to restrict the size, color, lettering, height, material and location of signs. Addison Place at Pelican Landing Homeowners' Association shall have the right to remove signs which fail to comply with standards set by the Foundation and upon prior approval of the Foundation may set more stringent sign requirements for the lots

8.6 Garages. In addition to reasonable rules adopted by the Board in its sole discretion concerning garage use, garage doors shall remain closed unless maintenance work is being performed on the Home or its systems in the garage or temporary work is taking place adjacent to the garage such that constant access is required. Carports are prohibited. No portion of a garage originally intended for the parking of an automobile shall be converted to other uses such as living area, storage area, workshop, recreation rooms or business uses.

8.7 Lot Structures. Other than one single family home, and related garage, no structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any Lot or the Common Areas at any time either temporarily or permanently without the approval of the DRC. All roofs shall be covered by architectural grade tiles. Any proposed roof replacement, in whole or in part, shall first be approved by the DRC.

8.8 Setback Lines. All building and structures erected or constructed shall conform to the setback limitations as originally provided for upon Owner's acquisition of title or as amended by Lee County.

8.9 Motor Vehicles and Boats. No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. No boats, ATV's, swamp buggies, dune buggies, go carts, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles or commercial vehicles shall be parked anywhere on the properties outside of garages for more than forty-eight (48) hours unless the vehicle is on the premises to provide services to an Owner or the Association. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. The Association is authorized to tow or place a disabling "boot" on any vehicle violating this Section the rules or regulations, a law or any other restriction contained in the governing documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle.

8.10 Clotheslines. No towels, garments, rugs, etc., may be hung from windows or other parts of the homes. No clotheslines or drying yards shall be allowed.

8.11 Pools. No above-ground pools shall be erected, constructed or installed on any Lot. Any pump, pipe or related component, machinery or other part of the pool system on the Lot or affixed to

the Home shall be adequately screened or landscaped to prevent their being viewed from any street.

8.12 Trash and Garbage. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and kept inside the Owner's garage except when placed outside on the day of pick-up and as otherwise required by the Board in its sole discretion.

8.13 Antennas. No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service which may be installed only at a location on a Lot approved by the DRC. In approving the installation and location of any antenna the DRC shall comply with all applicable laws, whether state or Federal.

8.14 Fences. Limited fencing is permitted on Lots, such as landscape fencing and pool fencing, but must be approved by the Association through the DRC.

8.15 Recreational Facilities. All recreational facilities or improvements constructed or placed on a Lot, including without limitation by specification, any play or recreation structures, such as swing sets, play houses, plastic play sets or any other kind of structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities") must first be approved by the Board, which said approval shall be conditioned upon the Recreational Facility being adequately landscaped so it is not visible from the street or the adjoining neighbor's yard. The Owner is responsible to keep all Recreation Facilities maintained in a good manner. If upon inspection, the Owner has not maintained the Recreational Facilities the Board may order them removed. If renters wish to erect a swing set or other Recreational Facility they must have written permission signed by the actual Owner (not Owner's agent) of the house. The written permission must be given to the Board prior to installation and must indicate who is going to pay for the landscaping required to shield the Recreational Facility from view. The Board shall place the written permission in the files of the Association. The Board may also require any request to install or erect Recreational Facilities to be approved by the DRC as provided herein and subject to any reasonable regulations and restrictions adopted by the DRC regarding Recreational Facilities.

8.16 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened or landscaped to prevent their being viewed from any street.

8.17 Mailboxes; Address Markers. All mailboxes, posts and related components shall be uniform and adhering to any and all specifications adopted by the DRC.

8.18 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and

welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Lot any Hazardous Materials except in compliance with the Environmental Laws.

8.19 Solar Heating Systems. No solar heating systems of any kind shall be placed on or erected upon any Lot or affixed in any manner to the exterior of any building without the prior written approval of the DRC. In approving the installation and location of any solar heating systems, the DRC shall comply with all applicable laws, whether state or federal.

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

9.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all of the common area buildings, the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following protection:

- (A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.
- (B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.
- (C) **Automobile.** Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (D) **Compensation.** The Association may maintain Workers' Compensation insurance and shall if required by law.

9.2 Duty to Insure. Each Owner is responsible for insuring the real and personal property within his own home or residence. Each Owner must recognize that he bears financial responsibility for any

damage to his property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

9.3 Duty to Reconstruct. Except as otherwise approved by the Board of Directors, if any home or residence or other improvements located on any residential Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within one hundred and eighty (180) days from the date that such damage or destruction occurred, and to complete the repair or replacement within twelve (12) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, and shall utilize and conform to the original foundation and appearance of the original improvements.

9.4 Failure to Reconstruct. If the Owner of any residence fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.3 above, the Association shall give written notice to the Owner of default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet its obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the Owner of the residence shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and residence to secure payment.

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

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

9.7 Description of Coverages. A detailed summary of the coverage included in the policies, and copies of the policies, shall be available for inspection by Owners or their authorized representatives upon request.

9.8 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Owners, or their respective servants, agents or guests, except for

any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.9 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the owners and their respective mortgagees in the following shares:

(A) Common Areas. Proceeds on account of damage to common areas shall be held in as many undivided shares as there are homes or residences, the shares of each Owner being the same as his share in the common areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a home or residence, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against lots or parcels, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying costs shall be payable to the Association or as otherwise provided by law.

9.11 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 areas.

9.12 Damage to Common Areas. Where insured loss or damage occurs to the common areas or Association property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Owners for the deficiency. Such special assessments need not be approved by the Owners. The special assessments shall be added to the funds available for repair and restoration of the property.

10. LEASING OF HOMES. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of homes by their Owners shall be restricted as provided in this section. All leases of homes must be in writing. A homeowner may lease only his entire home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a unit that was not approved under the existing lease of the unit.

10.1 Procedures.

(A) **Notice by the Owner.** An Owner intending to lease his home shall give to the Board of Directors or its designee written notice of such intention at least 20 days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require including but not limited to a credit report, background check and proof of lawful residency. The Board may require a personal interview with any lessee, proposed occupant and his or her spouse, if any, as a pre-condition to approval. The applicant must sign for having received copies of the rules and regulations of the Association, which shall be provided by the Owner to the prospective Tenant.

(B) **Board Action.** After the required notice and all information or interviews requested have been provided, the Board shall have 10 days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) **Disapproval.** A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. the Owner is delinquent in the payment of assessments, fines or other charges at the time the application is considered;
2. the Owner has a history of leasing his home without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his home;
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 entering into leases without prior Association approval;
4. the application on its face indicates that the person seeking approval or any of

the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;

5. the prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
6. the prospective lessee has a history of conduct which evidences disregard for the rights and property of others.
7. the prospective lessee evidences a strong possibility of financial irresponsibility;
8. the lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
9. the prospective lessee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
10. the Owner fails to give proper notice of his intention to lease his home to the Board of Directors.

10.2 Term of Lease and Frequency of Leasing. No home may be leased more often than one (1) time in any fiscal year, with the minimum lease term being three (3) months. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. 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 is allowed.

10.3 Exceptions. Upon written request of a unit Owner, the Board of Directors may approve one additional lease of the home within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

10.4 Occupancy During Lease Term.

(A) When a home has been leased for a period of one (1) year, the home may be occupied by the lessee and his family, as the term "family" is defined in Section 1.3, above.

(B) When a home has been leased for a period of less than one (1) year, no one but the lessee and that person's spouse, if any, and their natural or adopted children, if any, may occupy

the home during the term of the lease.

(C) Guests may occupy leased homes when the lessee is in residence. The total number of house guests in a leased home is limited to four (4) persons. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

10.5 Occupancy in Absence of Lessee. If a lessee absents himself from the home for any period of time during the lease term, his family authorized to occupy the home by Section 10.4 above who are already in residence may continue to occupy the home and may have house guests subject to all the restrictions in Sections 10.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the home.

10.6 Use of Common Area and Association Property. To prevent overtaxing the facilities, an Owner whose home is leased may not use the recreation or parking facilities during the lease term.

10.7 Regulation by Association. All of the provisions of the governing documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. Any individual residing in a Home for fourteen (14) days or more in any calendar month shall be deemed a tenant and subject to approval as required herein.

10.8 Fees and Deposits for the Lease of Homes. Whenever herein the Board's approval is required to allow the lease of a home, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person intending to occupy the home except only one fee may be charged for a husband and wife and minor children. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require a security deposit to protect against damage to the Common Area or association property.

10.9 Unapproved Leases. Any lease of a home not approved pursuant to this Section 10 shall be void and unenforceable unless subsequently approved by the Board.

10.10 Collateral Assignment of Rents. In the event an Owner is in default in payment of assessments for common expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of

Directors and applied in accordance with Article 3 of this Declaration until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord. The authority granted in this Section is in addition to any authority granted by law.

11. AMENDMENTS; TERMINATION.

11.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns until 2040. On January 1, 2040, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of all owners of lots and two-thirds (2/3rds) of all Institutional Mortgagees on lots affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration.

It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

11.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at anytime by the affirmative vote of at least two-thirds (2/3) of the total voting interests in the Association, voting in person or by proxy, at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County,

Florida.

12. ENFORCEMENT; GENERAL PROVISIONS.

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

12.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any home under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of any Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the governing documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time.

12.3 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by Addison Place at Pelican Landing Homeowners' Association unless approved by a majority of the votes eligible to be cast by the Members of Addison Place at Pelican Landing Homeowners' Association. This Section shall not apply, however, to: (a) actions brought by Addison Place at Pelican Landing Homeowners' Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by Addison Place at Pelican Landing Homeowners' Association in proceedings instituted against it

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

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

12.6 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, electronically as permitted by law or with the proper postage affixed to the last known address of the Owner appearing in the records of the Association, or to the address of the member's home. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address.

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

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

12.9 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

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

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

13. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION,

BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

13.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

13.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

13.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

13.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

13.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBIT "A"

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 8 AND 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA WHICH TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF TRACT "A" PELICAN LANDING UNIT TWENTY FIVE AS RECORDED IN PLAT BOOK 58 BEGINNING AT PAGE 83 OF THE LEE COUNTY RECORDS RUN S 00° 07' 17" W ALONG THE EAST LINE OF SPRING CREEK ROAD FOR 80.00 FEET; THENCE RUN N 89° 21' 02" W FOR 192.37 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 2400.00 FEET (CHORD BEARING S 09° 58' 15" E) (CHORD 398.84 FEET) (DELTA 09° 29' 05") FOR 397.30 FEET TO A POINT OF TANGENCY; THENCE RUN S 10° 40' 48" E FOR 231.66 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 1725.00 (CHORD BEARING S 05° 16' 46" E) (CHORD 324.72 FEET) (DELTA 10° 48' 05") FOR 325.20 FEET; THENCE RUN S 89° 52' 02" E FOR 16.47 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY (ROW) OF SPRING CREEK ROAD; THENCE RUN S 00° 07' 58" W ALONG SAID ROW LINE FOR 1004.09 FEET; THENCE RUN N 89° 52' 02" W FOR 130.28 FEET; THENCE RUN N 80° 00' 00" W FOR 34.66 FEET TO AN INTERSECTION WITH A CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 2669 AT PAGE 3613, LEE COUNTY RECORDS; THENCE RUN N 40° 35' 44" W ALONG THE NORTHERLY LINE OF SAID CONSERVATION EASEMENT FOR 235.89 FEET; THENCE RUN N 54° 59' 40" W ALONG SAID NORTH LINE FOR 92.97 FEET; THENCE RUN S 79° 31' 35" W FOR 141.09 FEET; THENCE RUN S 74° 42' 07" W ALONG SAID NORTH LINE FOR 37.10 FEET; THENCE RUN N 15° 00' 00" W FOR 213.38 FEET; THENCE RUN N 27° 16' 12" E FOR 569.74 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF A CURVE TO LEFT OF RADIUS 150.00 FEET (CHORD BEARING N 10° 41' 38" E) (CHORD 85.59 FEET) (DELTA 33° 09' 08") FOR 86.79 FEET TO A POINT OF TANGENCY; THENCE RUN N 05° 52' 56" W FOR 560.43 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 125.00 FEET (CHORD BEARING N 27° 39' 53" W) (CHORD 92.77 FEET) (DELTA 43° 33' 54") FOR 95.04 FEET; THENCE RUN N 55° 00' 00" E FOR 208.53 FEET TO AN INTERSECTION WITH A NON-RADIAL CURVE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 200.00 FEET (CHORD BEARING N 01° 59' 23" W) (CHORD 18.42 FEET) (DELTA 05° 16' 43") FOR 18.43 FEET TO A POINT OF TANGENCY; THENCE RUN N 00° 38' 58" E FOR 130.41 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 30.00 FEET (CHORD BEARING N 43° 25' 29" W) (CHORD 41.74 FEET) (DELTA 88° 08' 55") FOR 46.15 FEET; THENCE RUN N 02° 30' 03" E FOR 80.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 960.00 FEET (CHORD BEARING S 88° 25' 29" E) (CHORD 31.02 FEET) (DELTA 01° 51' 05") FOR 31.02 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 21' 02" E FOR 135.44 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 2400.00 FEET (CHORD BEARING S 00° 14' 25" E) (CHORD 80.01 FEET) (DELTA 01° 54' 37") FOR 80.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.74 ACRES, MORE OR LESS.

BEARINGS HEREINAFORE MENTIONED ARE BASED ON THE RECORD PLAT OF PELICAN LANDING UNIT TWENTY FIVE AS RECORDED IN PLAT BOOK 58 AT PAGE 83, LEE COUNTY RECORDS AND THE WEST LINE OF TRACT "A" TO BEAR S 00° 07' 17" W.

EXHIBIT "A"

**DESCRIPTION
ROADWAY EXPANSION PARCEL
SECTIONS 8 & 17, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Sections 8 and 17, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the Northwest corner of Tract "A", Pelican Landing Unit Twenty Five, Plat Book 58 at Page 83, Lee County Records run S 00° 07' 17" W along the West line of said Pelican Landing Unit Twenty Five and the East line of Spring Creek Road for 818.47 feet to the South line of the Southeast quarter (SE-1/4) of said Section 8; thence run N 89° 25' 51" W along said South line for 177.66 feet to the Point of Beginning.

From said Point of Beginning run S 06° 22' 13" E for 35.29 feet to a point of curvature; thence run Southerly and Southwesterly along the arc of a curve to the right of radius 370.00 feet (chord bearing S 01° 33' 11" W) (chord 102.01 feet) (delta 15° 50' 47") for 102.33 feet to a point of reverse curvature; thence run Southerly along the arc of a curve to the left of radius 350.00 feet (chord bearing S 04° 04' 42" W) (chord 65.85 feet) (delta 10° 47' 43") for 65.94 feet; thence run Northwesterly along the arc of a curve to the left of radius 370.00 feet (chord bearing N 04° 37' 14" W) (chord 42.61 feet) (delta 06° 36' 09") for 42.64 feet to a point of reverse curvature; thence run Northerly along the arc of a curve to the right of radius 7510.00 feet (chord bearing N 06° 05' 44" W) (chord 474.26 feet) (delta 03° 37' 08") for 474.34 feet; thence run Southerly and Southeasterly along the arc of a curve to the left of radius 350.00 feet (chord bearing S 12° 33' 51" E) (chord 100.58 feet) (delta 16° 31' 22") for 100.93 feet to a point of reverse curvature; thence run Southeasterly and Southerly along the arc of a curve to the right of radius 370.00 feet (chord bearing S 13° 35' 52" E) (chord 93.10 feet) (delta 14° 27' 19") for 93.35 feet to a point of tangency; thence run S 06° 22' 13" E for 123.44 feet to the Point of Beginning.

Containing 9,304 square feet, more or less.

Bearings hereinabove mentioned are based on the Record Plat of Pelican Landing Unit Twenty Five, Plat Book 58 at Page 83, Lee County Records and the West line of Tract "A" to bear S 00° 07' 17" W.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ADDISON PLACE AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Addison Place at Pelican Landing Homeowners' Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on April 7, 1997, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Addison Place at Pelican Landing Homeowners' Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Addison Place at Pelican Landing Homeowners' Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at c/o KMA Company, 7935 Airport Road N., Suite 200, Naples, Florida 34109, unless otherwise changed by the Board of Directors.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants, Conditions, and Restrictions of Addison Place at Pelican Landing originally recorded in the Public Records of Lee County, Florida, at O.R. Book 2940 at Page 2877 et seq., and as amended and restated, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or

appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;
- (B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;
- (C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable rules of the Association;
- (D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;
- (E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;
- (F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests, present and voting, in person or by proxy at a duly called meeting of the membership.
- (G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by Board;
- (H) to maintain, repair, replace and provide insurance for the Common Areas;
- (I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (J) to grant, modify or move easements.
- (K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

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

ARTICLE IV

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

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than three-fourths (3/4ths) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed amend assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

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

ARTICLE VII

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

- (A) **Proposal.** Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) **Vote Required:** Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least a majority of the entire voting interests, present and voting, in person or by proxy, at a duly called meeting of the members of the Association.
- (C) **Effective Date:** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida with the same formalities as are required in the Declaration for recording

amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. The eligibility of Directors is set forth in the Bylaws.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

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

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

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

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

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

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

NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS.
FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS.

**AMENDED AND RESTATED BYLAWS
OF
ADDISON PLACE AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1
GENERAL**

These are Bylaws of Addison Place at Pelican Landing Homeowners' Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at c/o KMA Company, 7935 Airport Road N., Suite 200, Naples, Florida 34109, unless otherwise changed by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

**ARTICLE 2
MEMBERS**

The members of the Association are the record owners of legal title to the Lots. In the case of a residential Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the residential Lot solely for purposes of determining use rights.

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

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot in the member.
- (B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (C) Designation, in writing, of a primary occupant, which is required when title to a Lot is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each residential Lot owned by them. The total number of possible votes (the voting interests) of

the Association is the total number of residential Lots in Addison Place at Pelican Landing. The vote of a residential Lot is not divisible. The right to vote may be suspended for non-payment of any monetary obligation due and owing to the Association which is delinquent in excess of ninety (90) days. If a residential Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the residential Lot. If a residential Lot is owned jointly by two (2) or more natural persons, that residential Lot's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a residential Lot do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a residential Lot is other than a natural person, the vote of that residential Lot shall be cast by the residential Lot's primary occupant. All votes must be cast by an Owner or primary occupant.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a residential Lot owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the residential Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

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

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

ARTICLE 3 MEMBERS' MEETINGS AND VOTING

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

3.2 Special Members' Meetings. Special Members Meetings must be held whenever called by the President, or by a majority of the Directors of the Board of Directors, and also by the Members who have a right to vote twenty percent (20%) of all the votes of the entire membership. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each member at the member's address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission. The members are responsible for providing the Association with any change of address. The notice must be mailed,

transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a residential Lot is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at the members' meeting shall be attained by the presence, either in person or by proxy, at the meeting. The Members entitled to cast at least thirty percent (30%) of the votes of the entire membership shall constitute a quorum for any action governed by these Bylaws.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all residential Lot owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the governing documents.

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

3.7 Participation at Meeting By Remote Communication. Unless prohibited by the Chapter 720, F.S., if authorized by the Board of Directors as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board of Directors may adopt, members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(A) Participate in the meeting.

(B) Be deemed to be present in person and vote at the meeting if:

1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and
2. The corporation implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless

of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

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

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

3.10 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

3.11 Advisory Meetings. The President of the Association may call advisory meetings of the members. Such meetings shall be for purposes of discussion only and no official vote of the members may be taken at any such advisory meeting, although straw polls may be solicited.

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

ARTICLE 4 BOARD OF DIRECTORS

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

4.1 Number and Terms of Office. The number of Directors which shall constitute the

whole Board of Directors shall be three (3). The number of Directors may increase to an odd number not to exceed seven (7) upon a majority approval of all members. In order to provide a continuity of experience by establishing a system of staggered terms of office, beginning with the election conducted at the 2014 annual meeting, the two candidates receiving the highest number of votes shall be elected to a term of two (2) years. All other candidates elected shall serve a term of one (1) year. If there are no more candidates than there are seats to be filled, the determination of who is elected to serve the longer terms shall be made among them by agreement, or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

4.2 Qualifications. Each Director must be a residential Lot owner or primary occupant or the spouse of a residential Lot owner or primary occupant. In the case of a Lot owned by a corporation, any officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible to be elected to the Board of Directors.

4.3 Nominations and Elections. Nominations for election to the Board of Directors shall be made in writing in advance of the day of election in a manner determined by the Board from time to time as well as an election process which permits election by absentee ballot. Election to the Board Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted. An election is not required unless more candidates are nominated in advance of the election than vacancies exist.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the Board at a special meeting of the Board of Directors of the Association. The successor so appointed shall fill the term of the Director being replaced until the next annual meeting. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written petition or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over

to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

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

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

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings to discuss personnel matters or meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community or transmitted electronically at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a parcel or special assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered or electronically transmitted and posted at least fourteen (14) days in advance.

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

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

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

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the

Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

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

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific parcel of residential property owned by a member of the community are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of residential property owned by a member of the community may not vote by proxy or secret ballot.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (A) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- (D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

- (E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which Addison Place at Pelican Landing is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

ARTICLE 5 OFFICERS

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

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

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

5.4 **Secretary.** The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all

meetings of the members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected, as well as a duly authorized property management agent pursuant to Section 5.7 herein.

5.6 Compensation of Officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

5.7 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties set forth in this Article 5 and by performing functions which may include but are not limited to the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

ARTICLE 6 COMMITTEES/NEIGHBORHOOD REPRESENTATIVES

6.1 Ad Hoc Committees. The President, subject to the approval of the Board of Directors, may, from time to time, create such ad hoc committees, with such powers and composition as the President, with the approval of the Board of Directors shall determine. Any member of the Committee may be appointed or removed by the President in his sole discretion, or, if the committee member is appointed by the Board, then said committee member may only be removed by the Board.

6.2 Powers of Committees. The several committees shall act only as committees and the individual members thereof shall have no power or authority to act on behalf of the Board or the Association.

6.3 Master Association Representative and Foundation Representative. Voting on Master Association and Foundation matters will be conducted through the Addison Place at Pelican Landing Homeowners' Association, and Members will have no power to vote on Master

Association or Foundation matters other than through their Addison Place at Pelican Landing Homeowners' Association as more particularly set forth in the Declaration of Covenants, Conditions and Restrictions for Addison Place at Pelican landing.

6.4 Appointment of Neighborhood Representative. The President of the Association shall appoint an officer of the Association to serve as the Neighborhood Representative to the Master Association and the Foundation.

ARTICLE 7 FISCAL MATTERS

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

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

7.2 Accounts of the Association. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (A) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;
- (B) accounting and controls should conform to generally accepted accounting principles;
- (C) cash accounts of the Association shall not be commingled with any other accounts;
- (D) no remuneration shall be accepted by a Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
- (E) any financial or other interest which a Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (F) Unless waived or otherwise not required by Florida Statutes section 720.303(7), financial reports shall be prepared for the Association at least annually containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
 - (ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

- (iii) a balance sheet as of the last day of the preceding period; and
 - (iv) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (an Assessment shall be considered delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors); and
- (G) Unless waived or otherwise not required by Florida Statutes section 720.303(7), an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year.

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

7.4 **Reserves.** The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. Membership adopted reserves are restricted by Chapter 720, Florida Statutes and therefore Membership adopted reserves may only be used, waived or reduced on a yearly basis according to Chapter 720 Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

7.5 **Assessments; Installments.** The regular annual assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of the annual assessment shall be sent to the owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law.

7.6 **Special Assessments.** Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses,

or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment.

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

7.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

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

7.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Lot owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to regular or special assessments.

7.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

ARTICLE 8 RULES AND REGULATIONS; USE RESTRICTIONS

The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements, the Lots and the operation of the Association. Copies of such rules and regulations may be furnished to each residential Lot owner, but are nevertheless effective upon adoption by the Board at a duly noticed meeting.

ARTICLE 9 COMPLIANCE AND DEFAULT AND REMEDIES

In addition to the remedies provided in the Declaration, the following shall apply.

9.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the governing documents, or the rules and regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any

single fine exceed the maximum amount allowed by law. The maximum fine for a continuing violation shall be one thousand dollars (\$1,000.00). If allowed by law fines shall be secured by a lien on the Owner's Lot. Suspensions of the use of common areas, facilities and common non-essential services (e.g. bulk cable tv and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

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

1. a statement of the date, time and place of the hearing;
2. A specific designation of the provisions of the Chapters 617 or 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
3. A short and plain statement of the specific facts giving rise to the alleged violation(s); and
4. The possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

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

9.2 **Suspensions and Fines without Hearing.** The foregoing notwithstanding, as provided in 720.305(2)(b), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay monetary obligations when due.

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

ARTICLE 10 AMENDMENT OF BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner.

10.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

10.2 Vote Required. Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of at least a majority of those members of the Association voting either in person or by proxy at a duly called meeting of the members of the Association at which a quorum is present.

10.3 Effective Date. An amendment shall become effective upon the recording of a copy in the Public Records of Lee County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE 11 MISCELLANEOUS

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

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

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