

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Club Homes I at Heritage Greens Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on June 22, 2023, where a quorum was present, after due notice, the resolutions set forth below were duly approved by the votes indicated for the purpose of amending and restating the Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens, as originally recorded in O.R. Book 2424 at Pages 459 *et seq.*, of the Public Records of Collier County, Florida, as previously amended, along with the Articles of Incorporation and the Bylaws of Club Homes I at Heritage Greens Association, Inc.

1. The following resolution was approved by at least two-thirds (2/3rds) of the voting interests of the Association who were present and voting in person or by proxy.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens Association, Inc. is hereby amended and restated in its entirety, and the amendment is adopted in the form attached hereto, and made a part hereof.

2. The following resolution was approved by at least a majority of the voting interests of the Association.

RESOLVED: That the Articles of Incorporation of Club Homes I at Heritage Greens Association, Inc. are hereby amended and restated in their entirety, and the amendment is adopted in the form attached hereto, and made a part hereof.

3. The following resolution was approved by at least two-thirds (2/3rds) of the voting interests of the Association who were present and voting in person or by proxy.

RESOLVED: That the Bylaws of Club Homes I at Heritage Greens Association, Inc. are hereby amended and restated in their entirety, and the amendment is adopted in the form attached hereto, and made a part hereof.

It is the intention of the Association that this amendment preserves and protects the restrictions contained in the Governing Documents of the Association from extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes, pursuant to Section 712.05(2)(b), Fla. Stat., as amended from time to time, and that the covenants and restrictions contained in the Governing Documents retain their status for thirty (30) years from the date of the recording of this amendment.

Date: 1/3/24

**CLUB HOMES I AT HERITAGE GREENS
ASSOCIATION, INC.**

(1) [Signature]
Witness
Print Name: Dale Meszaros

By: [Signature]
Michael Johnson, President
9150 Galleria Court, Suite 201
Naples, FL 34109

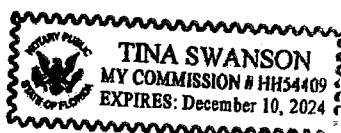
(2) [Signature]
Witness
Print Name: Rebecca O'Brien

(CORPORATE SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 3 day of January, 2024, by Michael Johnson, as President of the aforementioned Corporation, on behalf of the Corporation by means of ☒ physical presence or ☐ online notarization He is personally known to me or did produce _____ as id entification.

NOTARY SEAL



[Signature]
Signature of Notary Public

This instrument prepared by Robert E. Murrell, B.C.S., The Murrell Law Firm, P.A., 1044 Castello Drive, Suite 106, Naples, FL 34103.

Prepared by and return to:
Robert E. Murrell, B.C.S.
The Murrell Law Firm, P.A.
1044 Castello Drive, Suite 106
Naples, FL 34103

**THIS IS A SUBSTANTIAL AMENDMENT OF THE ENTIRE
DECLARATION. FOR PRESENT TEXT SEE EXISTING DECLARATION.**

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CLUB HOMES I AT HERITAGE GREENS**

The Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens was recorded on May 27, 1998 at Official Records Book 2424, Pages 459, et seq. in the Public Records of Collier County, Florida; and

1. DEFINITIONS

1.1. "Architectural Review Board" or "ARB" means the committee described in Section 6. of the Community Declaration, as amended.

1.2. "Architectural Planning Criteria" means the published guidelines and standards authorized by the Master Declaration and the Master Board of Directors from time to time concerning the location, size, type or appearance of any Structure or improvement located on a Lot as defined herein.

1.3. "Assessments" mean the share of funds required for the payment of Common Expenses which from time to time is assessed against the Villas and Owners including, but not limited to, General Assessments and Special Assessments as set forth in Section 8 below.

1.4. "Association" means Club Homes I at Heritage Greens Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

1.5. "Board of Directors" or "Board" means the Association Board of Directors which is responsible for the administration of the Association. It shall also refer to a designee of the Board of Directors, such as a Committee or the Association manager, if and to the extent such delegation is set forth in this Declaration or resolution of the Board.

1.6. "CDD" means the Heritage Greens Community Development District.

1.7. "Club Homes I at Heritage Greens" means and is the name of the Properties.

1.8. "Committee" means a group of Board members, Owners, or Board members and/or Owners and/or other person appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the resolution creating the Committee, or the directors of the Board, may dictate.

1.9. "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including expenses incurred by the Association in connection with its maintenance, operation and other services required or authorized to be performed by the Association, all as may be found to be reasonably necessary by the Board pursuant to the Governing Documents.

1.10. "Community Association" means Heritage Greens Community Association, Inc., a Florida not-for-profit corporation.

1.11. "Community Association Declaration" means the Declaration of Covenants, Conditions and Restrictions for Heritage Greens, as originally recorded in Book 2337, at Pages 619 *et seq.*, of the Official Records of Collier County, Florida, as amended from time to time.

1.12. "Declaration" means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens, as may be amended from time to time.

1.13. "Family" or "Single Family" means any one of the following: (i) one natural person; (ii) two or more natural persons who commonly and regularly reside together as a single housekeeping unit, each of whom is related by blood, marriage, or adoption to each of the others; (iii) two or more natural persons meeting the requirements of (ii), except that there is among them not more than one person who is not so related to some or all of the others.

1.14. "Governing Documents" means this Declaration and the Articles of Incorporation, Bylaws, of the Association.

1.15. "Guest" means any person who is not the Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present on or occupies a Lot or Villa on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration. Restrictions pertaining to the number, length of stay are provided in Section 9.5 hereof.

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

1.17. "Invitee" means a person or persons expressly or impliedly allowed entry onto the Property for the purpose of conducting business with an Owner or other occupant, or otherwise entering the Property on a temporary basis at the expressed or implied consent of the Owner or occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.18. "Lease" means the grant by an Owner of a temporary right of use of the Owner's Villa for rent or other valuable consideration; it also means the document which evidences such grant.

1.19. "Lot" means one or more of the fifty-four (54) numbered parcels of land, as graphically described and shown as Lots 1 through 54, inclusive, Block "C" of the Plat of Heritage Greens, as

recorded in Plat Book 28, Pages 78 through 94, inclusive, Public Records of Collier County, Florida, upon each of which a Villa has been constructed. Wherever "Lot" is used, it shall be interpreted as though it were followed by the words "and the Villa constructed thereon," unless the context clearly requires another meaning.

1.20. "Members" means Owners who are entitled to membership in the Association.

1.21. "Owner(s)" means a record title owner, whether one or more persons or entities, of any Villa in the Association; provided, however, solely for the purpose of interpreting the restrictions on the use and occupancy of Villas, in cases where because of the form of ownership, a Primary Occupant has been designated for a Villa, pursuant to Section 12. hereof, the word Owner refers to the Primary Occupant and not the record owner.

1.22. "Plat" means the plat of Heritage Greens, as recorded in Plat Book 28, Pages 78 through 94, inclusive, Public Records of Collier County, Florida.

1.23. "Primary Occupant" shall mean the natural person approved for occupancy when title to the Villa is held in the name of two or more persons, not husband or wife, or by a trustee, corporation, partnership or other entity which is not a natural person as further described in Section 12. below.

1.24. "Properties" or "Neighborhood" means all real property which is subject to this Declaration and includes all Villas and Lots.

1.25. "Rules and Regulations" means those rules and regulations created and amended from time to time by the Board of Directors.

1.26. "Short-Term Rentals" means any lease of a Villa or Lot for a period that is less than thirty (30) days.

1.27. "Tenants" means any persons who are granted by an Owner a temporary right for the use of the Owner's Villa for rent or other valuable consideration and all other persons occupying the Villa with the consent of such Tenants.

1.28. "Villa" means and refers to any or all of the fifty-four (54) Villa residences which are constructed on the Lots, each designed for use and occupancy as a single-family residence. Wherever either term is used, it shall be interpreted as though it were followed by the words "and the Lot on which it is constructed," unless the context clearly requires another meaning.

1.29. "Voting Interest" means the arrangement established in the Governing Documents by which the Owners of each Villa collectively are entitled to one vote in Association matters. There are fifty-four (54) Villas, so the total number of Voting Interests in this Association is fifty-four (54).

2. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Collier, State of Florida, Lots 1 through 54, inclusive, Block "C," of the plat of Heritage Greens, as recorded in Plat Book 28, Pages 78 through 94, inclusive, Public Records of Collier, County, Florida.

3. OPERATION OF THE ASSOCIATION. The operation of the Neighborhood shall be by Club Homes I at Heritage Greens Association, Inc., a Florida not-for-profit corporation, which shall perform its functions pursuant to the Articles of Incorporation, the Bylaws and the following:

3.1. Delegation of Management. The Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance of Neighborhood Common Areas, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents and in Chapters 617 and 720, Florida Statutes, as amended.

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

3.3. Association as Owner of Lots. The Association has the authority to purchase Lots and Villas, and to acquire and hold, lease, mortgage and convey them, by act of a majority of the Board of Directors.

3.4. Members. Every person or entity who is a record owner of legal title to a Lot is automatically a Member of the Association. Membership is appurtenant to, runs with, and shall not be separated from, the real property interests upon which membership is based. The burden of notifying the Association of a change in membership shall be in accordance with Section 12 hereof and the Association shall not be required to recognize a change in membership until such process has been followed.

3.5. Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants.

3.6. Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Neighborhood Common Areas and certain parts of the Villas, the Association is not liable to Owners for property damage, other than the cost of maintenance and repair caused by a latent condition of the property to be maintained and repaired by the Association.

3.7. Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation and the Bylaws, and those provided in Chapters 617 and 720, Florida Statutes, as amended. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of an individual owner or class of owners to bring any action which may otherwise be available.

3.8. Community Association Voting. All votes of the Members pertaining to the Community Association, shall be cast by the Voting Representative of the Neighborhood, as further provided in the Bylaws. The failure of the Voting Representative

4. ASSOCIATION'S RIGHTS AND OBLIGATIONS

4.1. General Rights and Obligations. The powers and duties of the Association include those set forth in the Governing Documents and applicable law. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Owners concerning matters of common interest to the Owners including, but not limited to, mechanical, electrical, or plumbing elements serving an

improvement or building for which the Association is responsible. The Association may defend actions in eminent domain or bring inverse condemnation actions.

4.1.1. No Owner, or other person, shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes to the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

4.1.2. No structure of any kind shall be constructed or erected in or on, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow of volume of water in, any portion of the water management area including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Association and the ARB.

4.1.3. No Lot, tract, parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, riprap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the ARB and the South Florida Water Management District.

4.1.4. No person may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

4.2. Landscaping. The Association shall be responsible for all maintenance, repair and replacement of the landscaping for the Lots. The cost thereof shall be a Common Expense. The Owner of any Lot grants an easement to the Association to enter upon the Lot for the purposes of maintaining the landscaping. No Owner may add to or change the plantings, trees, or landscaping without the prior approval of the Association.

4.3. Irrigation. The Association controls and administers all watering and irrigation within Club Homes I. The cost thereof shall be a Common Expense. The Owner of any Lot grants an easement to the Association to enter upon the Lot for the purposes of watering the lawn and maintaining the irrigation system, if necessary.

4.4. Painting. The Association shall be responsible for painting the exterior of the Villas, including but not limited to the exterior walls, the outside of exterior doors, door and window frames and exterior caulking. The cost thereof shall be a Common Expense.

4.5. Roof Maintenance, Repair and Replacement. The Association shall clean and provide ordinary maintenance, repair and replacement of the roofs and all related structural components thereof. The cost of which shall be a Common Expense.

4.6. Mailboxes. The Association shall be responsible for ordinary maintenance, repair and replacement of mailboxes, the need for which is caused by normal wear and tear and weathering so as to keep the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial installation. Damage caused to the mailboxes by the negligent or intentional acts of an Owner, their Tenants, Guests, Invitees, etc., shall be the responsibility of the Owner and shall be secured by a Specific Assessment as described in Section 8.4 hereof.

4.7. Pest Control. The Association may elect to supply pest control services for the inside of each Villa with the cost thereof being a Common Expense. An Owner has the option to decline such services unless the Association determines that such service is necessary for the protection of other Villas, in which case the Owner must either permit the Association's pest control company to enter the Villa, or employ a licensed pest control company of their own selection to enter the Villa on a regular basis to perform pest control services and furnish written evidence thereof to the Association. The cost of pest control if provided by the Association is a Common Expense, and as such the election of an Owner not to use the service will not reduce the Owner's Assessments.

4.8. Enforcement and Inaction.

4.8.1. The Association shall have the right to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or nonexclusively any or all of its rights, powers, duties or privileges hereunder to the Association, Owner, or other person. Failure of the Association to enforce any of such provisions of this Declaration shall in no event be deemed a waiver of its right to do so thereafter.

4.8.2. The costs and reasonable attorney's fees, including those resulting from any appellate proceedings, incurred by the Association in any action against an Owner, their Tenants, Guests or Invitees to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by the Owner and any amount which remains due and unpaid shall be a continuing lien upon Owner's Lot and/or Villa collectable in the manner provided in Section 7.

4.9. Insurance. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry as described below and as required by law from time to time, and may obtain and keep in force any or all additional insurance coverage as it deems necessary or appropriate. The insurance may be subject to reasonable and customary deductibles. To the extent permitted by law, the Association may self-insure.

4.9.1. General Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the Common Areas and all other property that the Association is required by law to insure, in such amounts and with such deductibles as determined from time to time by the Board of Directors in the exercise of its good business judgment. Such insurance shall afford at least the following protection:

A. Property. Loss or damage caused by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

B. Liability. Premises and operations liability for bodily injury and property damage in such limits and 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, in such limits of protection and with such coverage as may be determined by the Board of Directors.

D. Officers and Directors Liability Insurance. Officers' and directors' liability insurance in such limits of protection and with such coverage as may be determined by the Board of Directors.

E. Statutory Fidelity Bonding or Insurance. For all persons who control or disburse funds of the Association as required by the Homeowners' Association Act.

4.9.2. Optional Coverage. The Association may purchase and carry other insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners. Some of the more common options include:

- A. Worker's Compensation insurance (if required by law);
- B. Broad Form Comprehensive General Liability Endorsement;
- C. Flood Insurance;
- D. Leakage, seepage and wind-driven rain; and
- E. Endorsement for loss by operation of local ordinance.

4.9.3. Description of Coverages. A detailed summary of the coverages listed in the master policies, and copies of the master policies, shall be available for inspection and copying by Villa Owners or their authorized representatives upon request.

4.9.4. 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 Villa Owners, or their respective agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

4.9.5. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Villa Owners and their mortgagees, as their respective interests may appear, and all proceeds from policies purchased by the Association shall be payable only 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 the proceeds for the purposes stated herein and for the benefit of the Villa Owners and their respective mortgagees in the following shares:

A. Villas. Proceeds received on account of damage to or within the Villas shall be held in prorated shares, based on the amount of damage to or within each damaged Villa as a percentage of the total damage to or within all Villas.

B. Mortgagee. If a mortgagee endorsement has been issued as to a Villa, the shares of the mortgagee and the Villa Owner shall be as their interests appear. No mortgagee shall have the right to require application of insurance proceeds as to any mortgage it may hold against a Villa, unless insurance proceeds on account of damage to that Villa are not used for repairs, or the proceeds exceed the actual cost of repairs or

reconstruction. Except as otherwise provided, no mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.

C. Deductibles. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid or borne by the party who would be liable for the loss or responsible for the repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion to the amount each party's loss bears to the total.

4.9.6. Distribution of Proceeds. Insurance proceeds from Association policies shall be distributed to or for the benefit of the Villa Owners in the following manner:

A. Cost of Protecting and Preserving the Property. If a person other than the person responsible for the repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall be first repaid, with interest if required.

B. Cost of Repair and/or Reconstruction. If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be paid to defray the costs as provided in Sections 4.12.7 (A) and (B). Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial Owners, remittances to Villa Owners and their mortgagees being paid jointly to them.

C. Failure to Repair and/or Reconstruct. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be repaired or reconstructed, the proceeds on account of that damage shall be distributed to the beneficial Owners, remittances to Villa Owners and their mortgagees being payable jointly to them.

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

4.10. Repair or Reconstruction after Casualty. If any part of the Properties is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

4.10.1. Damage to Villas. Where loss or damage occurs within one or more units, any Association proceeds on account of the loss or damage shall be distributed to the Owner(s) of the damaged Villa(s) in shares proportional to the amount of damage in each Villa. The Owner(s) of the damaged Villa(s) shall be responsible for reconstruction and repair, and no other person, including the Association, is liable for the cost thereof in the absence of legal fault. All such repairs and replacements must restore the improvements to substantially their original character, design and condition; shall utilize and conform with the original foundation and boundary of the original improvements; and shall be structurally compatible with any adjoining improvements which shall a party wall.

4.10.2. Application of Insurance Proceeds. It shall always be presumed that monies disbursed for repair and reconstruction first come from insurance proceeds; if there is an excess of insurance proceeds left in the funds held by the Association after the payment of all costs of repair and reconstruction, such balance shall become part of the common surplus.

4.10.3. Equitable Relief. If damage to the Properties renders any unit uninhabitable, and if repairs and reconstruction are not begun and completed within a reasonable period of time, the Owner of the uninhabitable Villa may petition a court for equitable relief, which may include partition. For purposes of this provision, it shall be conclusively presumed that repair and reconstruction has begun and been completed within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

4.10.4. Plans and Specifications. Any repairs or reconstruction must be in accordance with the plans and specifications of the original Villas; or according to different plans and specifications approved by the Board of Directors, by the Owners of at least three-fourths (3/4) of the Villas, and by the ARB. Such approvals may not be unreasonably withheld. However, no change in plans or specifications shall materially reduce the interior floor space of any Villa without the consent of the Owner and his Institutional Mortgagee, if any.

5.

MEMBERS' RIGHTS AND OBLIGATIONS

5.1. Appurtenances to Each Lot. The Owners of each Lot have certain rights and obligations that are appurtenant to ownership. The appurtenances to a Lot and Villa automatically pass with title, whether separately described or not, and cannot be separated from the title to the Lot and Villa. Such appurtenances include without limitation:

5.1.1. Membership in the Association, and the right to cast one (1) vote in Association affairs, which rights shall be acquired and exercised as provided herein, and in the Articles of Incorporation and the Bylaws.

5.1.2. Beneficial ownership of an undivided share of the assets and common surplus of the Association equal to the Owner's share of liability for the Assessments levied by the Association as set forth in Section 8 hereof. The ownership of an undivided share of the common surplus does not entitle the Owner to a distribution of the common surplus.

5.1.3. Membership and voting rights in the Community Association, and the non-exclusive right to use Community Association Common Areas, subject to the restrictions and limitations provided in the Governing Documents.

5.1.4. Other appurtenances as may be provided in the Governing Documents.

5.2. Non-Severable Interests of Owners. The ownership of a Lot, the Villa constructed thereon, and all rights appurtenant thereto as provided for in this Declaration, shall not be severable and an Owner shall not and may not sell, convey, assign or otherwise transfer, any of his right, title or interests therein unless transfer includes all of his right, title and interest in and to the Lot and Villa.

5.3. Use and Possession. An Owner is entitled to exclusive use and possession of their Lot and Villa. No Lot or Villa may be subdivided, or any part separately sold, leased or otherwise transferred.

5.4. Party Walls. Each wall which is built as a part of the original construction of the Villas, and placed on the dividing line between Villas shall constitute a party wall, and to the extent not inconsistent with the provisions herein, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto and the Association is

in no way obligated to maintain, repair or replace any portion of a party wall that is damaged for any reason.

5.4.1. The cost of repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

5.4.2. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it, and the adjoining Owners making use of the wall shall be obligated to contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for larger contributions from the other under any cause of action regarding liability for negligence or willful acts or omissions.

5.4.3. Notwithstanding any other provision contained in this Declaration, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

5.4.4. The right of any Owner to contributions from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owners' successors-in-title.

5.4.5. In the event of any dispute arising out concerning a party wall, or under the provisions of this Section, the Association has no obligation to commence repair of the wall. The parties shall be obligated to settle the dispute amongst themselves.

5.5. Maintenance, Repair and Replacement. Each Owner of a Villa shall maintain the Villa and Lot in good repair and in a neat and attractive condition in accordance with this Declaration. This obligation includes, without limitation, the obligation to maintain the exterior of the Villa, all utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located upon or under the Lot and which service only his Villa. No Owner shall take any action which: (i) increases the maintenance responsibility of the Association; (ii) causes the Association's insurance premiums to increase; or (iii) interferes with the Association's maintenance or operational responsibilities. If any Owner fails to perform their maintenance responsibilities, the Association may perform it and assess all costs incurred against the Villa and the Owner thereof as a Specific Assessment. Prior to entry, the Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency.

5.6. Exterior Modifications. There shall be no modifications to the exterior of any Villa or Lot without the prior approval of the Association pursuant to Section 10. of this Declaration. The Association's approval shall be required for all exterior modifications and/or replacement including, but not limited to: exterior paint, front doors, garage doors, utility doors, sliding patio doors, windows, exterior light fixtures, landscape lighting, driveways, roofs and lanai cages.

5.7. Landscaping. The landscape design for any Lot shall promote and preserve the appearance, character and value of the surrounding areas. Owners are responsible for replacing all landscaping on their property that is not in living and attractive condition. The Owner shall not remove, augment, replace, cut down, destroy or add to the existing landscaping without the prior written approval of the Association and the ARB.

5.8. Mitigation of Dampness and Humidity. Each Owner shall be required to maintain appropriate climate control, keep their Villa clean, dry, well ventilated and free of contamination and shall take necessary measures to retard and prevent mold, mildew, toxins and fungi from accumulation. Each Owner shall be required to clean and dust the Unit on a regular basis and to remove visible moisture

accumulation on windows, windowsills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Further, given the climate and humid conditions in the area where Club Homes I is located, molds mildew, toxins and fungi may exist and/or develop within the Villas. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be toxic, or if allowed to remain for a sufficient period may become toxic, and potentially pose a health risk. Each Owner, whether or not occupying the Villa, shall continuously run the air conditioning to maintain the Unit temperature at a maximum temperature of seventy-eight degrees (78°), to minimize humidity in the Villa. References in this section to climate control and air conditioning shall only be applicable to those portions of the Villa that are air-conditioned. Each Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs to remove mold from the Villa. By acquiring title to a Villa, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Association from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Villa, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Owner, his family members and/or Guests, Tenants, other Occupants and/or pets of all of the aforementioned persons, as a result of mold, mildew fungus or spores. Additionally, each Owner, by acceptance of a deed, or otherwise acquiring title to a Villa, shall be deemed to have agreed that the Association shall not be responsible, and the Association hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Owner, his Family and/or Guests, Tenants, other Occupants and/or pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. The Association does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss of damages resulting from the existence and/or development of same. Further, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right, but not the obligation, to enter the Villa (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as herby required (with all utility consumption costs to be paid and assumed by the Owner).

5.9. Insurance. Owners are responsible for insuring the contents of his or her Lot and Villa including all fixtures and personal property contained therein and all alterations, additions and improvements made thereto. Each Owner is expected to carry adequate homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, and recognizes that he or she bears financial responsibility for any damage to his or her property, or liability to others, that might otherwise be covered by insurance. The Association may, without obligation, request any or all Owners for proof of insurance from time to time.

6. EASEMENTS. Each of the following easements and easement rights is reserved through the Properties and is a covenant running with the land, and notwithstanding any of the other provisions in this Declaration, may not be revoked and shall survive the exclusion of any land from the Properties. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements. Each Lot is subject to a permanent easement in favor of all other portions of the Properties for the location of utilities, and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of party walls, and shared structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving the Properties.

6.1. Utility and Other Easements. The Association has the power, without the joinder of any Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Properties, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Properties. Such easements, or the relocation of existing easements, may not prevent or unreasonable interfere with the use of the Lots. The Association may also transfer title to utility-related equipment or installations and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

6.2. Encroachments. If for any reason other than the intentional act of the Owner or the Association, any Villa encroaches upon any other Lot, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

6.3. Drainage. A perpetual, non-exclusive easement is created in favor of the Association, the Community Association, and their employees or other designees for the use of drainage areas established throughout the Neighborhood, and an easement for ingress, egress, and access to enter any portion of the Neighborhood in order to construct, maintain, or repair, as necessary, any drainage areas and facilities thereon and appurtenances thereto, specifically including without limitation, access over and across portions of the Neighborhood Common Areas by utility companies to utilize such areas for facilities for the transporting of treated effluents for irrigation purposes. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section or the use rights set forth elsewhere in the Governing Documents.

6.4. Easements for Playing Golf. Non-specific, non-exclusive easements are hereby created over all Lots and Villas to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across Lots and Villas, the landing of errant golf balls upon the Lots and Villas, the use of necessary and usual golf carts and maintenance equipment, the usual and common noises and other disturbances created by maintenance of the courts and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course. The Association shall not be liable for damage to persons or property from errant golf balls.

6.5. Assignment of Easements. The easements and easement rights reserved hereunder to the Association may be assigned by whole or in part by the Association to the Community Association, any town, county or state government or agency thereof, or duly licensed or franchised public or private utility, or any other designee of the Association.

6.6. Restriction on Owner Easements. No Owner shall grant an easement upon any portion of the Club Homes I to any person or entity, without the prior written consent of the Association.

7. COMMUNITY ASSOCIATION. By taking title to a Lot, the Owner also becomes a member of the Heritage Greens Community Association, Inc. and is subject to the terms and conditions of the Community Association Declaration, as it may be amended from time to time.

7.1. Community Association Assessments. Pursuant to the Community Association Declaration, the Community Association has the right to assess its members for all expenses incurred in the performance of its duties. These assessments are collected directly by the Community Association from each member.

7.2. Voting in Community Association Affairs: Voting Representative. In accordance with the provisions of the Governing Documents, all Owners are automatically and irrevocably members of the Community Association. Notwithstanding such membership, only representative members, known as Voting Representatives, shall be entitled to vote on behalf of all Members of this Association, at meetings of the members of the Community Association, as further provided in the Community Association Declaration.

8. ASSESSMENTS AND OTHER CHARGES

8.1. Assessments Established. Each Owner of a Lot or Villa, by acceptance of a deed to such Lot or Villa, whether or not it is so expressed in such deed, shall be deemed to have agreed to pay the Association (as may be applicable):

8.1.1. General Assessments, as defined in 8.2 below;

8.1.2. Special Assessments, as defined in 8.3 below;

8.1.3. Specific Assessments against any particular Lot or Villa that are established pursuant to any provision of this Declaration as provided in 8.4 below;

8.1.4. Capital Contribution Assessment, as defined in 8.5 below.

8.1.5. All other charges, if any, that from time to time as may be imposed upon an Owner or all or any portion of a Lot pursuant to the Governing Documents.

All of the assessments and charges described above ("collectively "Assessments"), together with interest at the maximum rate permitted by law, late fees, and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by lien upon the Lot or Villa against which each Assessment is made. Each Assessment, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot or Villa when such Assessment fell due. Subject to the provisions of the Governing Documents or Florida law protecting first mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Owner.

8.2. General Assessment. The General Assessments levied by the Association must be used exclusively to promote the common good and welfare of the Owners and residents of the Club Homes I, to operate and manage Club Homes I, and to perform such duties as may be required by the Governing Documents. The Association may levy an annual General Assessment to provide and be used for the operation, management and all other general activities and expenses of the Association. General Assessments based upon each Member's share of the budget shall be paid in quarterly installments, due in advance on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be given to all Members at least fifteen (15) days prior to the due date. Failure to give or receive the notice does not excuse the obligation to make timely payment. If an annual budget has not been adopted at the time a quarterly installment is due, it shall be presumed that the amount of such installment is the same as the quarterly installment for the preceding year and quarterly payments shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Lot's next due quarterly installment.

8.3. Special Assessments. In addition to the General Assessment, to the fullest extent permitted by law, as amended from time to time, the Association may levy in any fiscal year a Special

Assessment applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

8.4. Specific Assessments. In addition to the General Assessments and Special Assessments, to the fullest extent permitted by law, as amended from time to time, the Association may levy a Specific Assessment as to any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of the Governing Documents. Such Specific Assessments may be assessed by the Association against such Owner's Lot after such Owner has failed to pay the indebtedness when due and such non-payment continues for thirty (30) days after written notice.

8.5. Capital Contribution Assessment. The Association shall levy a Capital Contribution Assessment upon the transferee of a conveyance of any Lot or Villa owned by a Member. The transferee (new owner) shall pay a Capital Contribution Assessment upon the transfer or conveyance of any Lot or Villa. The amount of the Capital Contribution Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Living Units shall be assessed at a uniform rate. The due date for payment of the Capital Contribution Assessment shall be the date of closing of the conveyance. Payment of the Capital Contribution Assessment shall be the legal and personal obligation of the transferee (new owner). The funds derived from the Capital Contribution Assessment shall be the property of the Association and may be used at the discretion of the Board of Directors for any purpose permitted by the Governing Documents or by Florida law.

For the purposes of this Section 8.5, the term "conveyance" shall mean the transfer of record legal title to a Lot or Villa by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. If the Owner is a corporation, limited liability company or other business entity, then the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. If the Owner is a partnership, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 8.5.

The following conveyances shall be exempt from paying a Capital Contribution Assessment:

- (A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Lot or Villa being conveyed in the Association immediately prior to such conveyance;
- (B) to a trustee or to the owner's spouse, solely for estate planning or tax reasons;
- (C) a conveyance to the Member's estate, surviving spouse, or to other heirs resulting from the death of a Member;
- (D) a conveyance by a Member to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Member or by such Member and the Member's spouse and/or children for estate planning or tax purposes;

(E) to a mortgage holder, or to the Association pursuant to a final judgment of foreclosure and a foreclosure sale or deed in lieu of foreclosure; and

(F) by a current owner in Club Homes I at Heritage Greens who is purchasing a new residence in Club Homes I at Heritage Greens.

However, upon reconveyance that occurs following the exempt conveyances described in (A) through (F) above, the Capital Contribution Assessment shall be due and payable. Capital Contribution Assessments shall be collected in accordance with the provisions of this Section 8. as an assessment.

8.6. Commencement of Assessments. The obligation of each Owner for Assessments shall commence upon the Owner's acquisition of a record title interest in and to a Lot or Villa.

8.7. Uniformity of Assessments. Except as otherwise expressly provided in the Governing Documents, any General Assessment, Special Assessment or Capital Contribution Assessment must be uniform for each Lot throughout the Club Homes I.

8.8. Lien for Assessment. All General, Special and Specific Assessments assessed against any Lot, together with interest at the maximum rate allowed by law, late fees and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. The Association from time to time may record a claim of lien for the purpose of further evidencing the lien established by this Section, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

8.9. Remedies for Delinquency. Any Assessment not paid within ten (10) days after its due date bears interest at the rate of 18% per annum, calculated from the date due until paid, provided, however, that such rate shall not exceed the maximum rate allowed by law. The Association, through its Board, shall have, but not be limited to, the following remedies:

8.9.1. Acceleration. If any special assessment or installment of a regular assessment as to a parcel becomes more than forty-five (45) 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 residential parcel'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 acceleration, 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.

8.9.2. Advance Funds. To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

8.9.3. Foreclosure. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in the same manner as is provided in Section 720.3085, Fla. Stat., as amended from time to time, for the foreclosure of a lien upon a parcel for unpaid assessments or as otherwise provided by law. In any such foreclosure, the Owner is required to pay all interest, late fees, costs and expenses of collection and foreclosure, including reasonable attorneys' fees. All such interest, late fees, costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Owner(s) for such deficiency.

8.9.4. Money Damages. To file an action at law to collect said Assessments or charges, plus late fees, interest at the highest rate allowable by law plus all expenses and costs of collection without waiving any lien rights and/or rights of foreclosure by the Association.

8.9.5. Suspension. To suspend Common Area use rights, voting rights and the right to serve on the Board as provided by law.

8.10. Attachment of Rental Income When Lot or Villa is Delinquent. Notwithstanding any other remedy available to the Association under the Governing Documents, or applicable law, the Association shall have the following options when payment of Assessments or other charges (more than 30 days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with a copy to the Owner) from a Lot or Villa in default to be paid directly to the Association until all outstanding Assessments, charges, interest, late fees, costs, collection expense, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a person suit, or otherwise, to have rental proceeds paid on account of a Lot or Villa in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without the same constituting a waiver or election of remedies.

8.11. Application of Payments. Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

8.12. No Waiver. No Owner may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of a Lot or Villa.

8.13. Priority and Extinguishment of the Lien. The Association's lien is effective from and shall relate back to the date on which the original declaration was recorded. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Homeowners' Association Act, as amended from time to time, unless the Association's Claim of Lien was recorded before the mortgage. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Homeowners' Association Act, as amended from time to time. The above subordination shall in no way extinguish the liability of an institutional first

mortgagee for any monetary obligations owed to the Association. Any lease of a parcel shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

8.14. Certificate of Unpaid Assessments or Charges. Any Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or charges against the Lot or Villa. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and its management firm, or based on reasonable and customary fees charged by legal counsel.

9. USE RESTRICTIONS. The following use restrictions shall apply to all of the Lots within the Club Homes I. In addition to the following Use Restrictions, property and Lot usage shall conform to all County Ordinances, State Statutes and Federal Laws that may be amended from time to time. Furthermore, Property Owners must comply with any and all Rules and Regulations adopted by the Board of Directors.

9.1. Single-Family Residential. Each Villa shall be occupied by only one family and its guests at any time, as a residence and for no other purpose. No time-sharing, business or commercial activity shall be conducted from any Villa. The Lots and Villas may be used for single-family residential living and for no other purpose. The use of a Villa as a public lodging establishment or as a short-term rental advertised on any short-term rental website shall be deemed a business or commercial use. This Section shall not be construed to prohibit any Villa occupant from maintaining a “no impact” or “low impact” business, or maintaining a personal or professional library, from keeping his or her personal, business or professional records in his or her Villa. Such uses are expressly declared customarily incident to residential use. This Section, however, is intended to prohibit commercial or business activity by an Owner which would noticeably change or impact the residential ambiance of the Neighborhood or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Neighborhood by employees, personnel, customers, clients or other persons making deliveries or pickups, or business or commercial activity that creates noise audible from outside the Villa, or using the Villa as a temporary residence of employees of an Owner or Tenant, or generate fumes or odors noticeable outside the Villa including, but not limited to, day cares, beauty salons or barber shops and animal breeding. In the event there is a dispute with respect to whether an activity constitutes “low impact” or “impact” commercial activity, the determination of the Board shall be controlling.

9.2. Guests. Temporary guests are permitted. “Temporary” means not more than sixty (60) days in the aggregate in any calendar year. Any Guest who is physically present in, or occupies a Villa, longer than on a temporary basis shall be subject to the review and approval provisions of Section 12.4 below. The Board of Directors is authorized to adopt reasonable Rules and Regulations concerning the keeping of pets in the Association by Guests, but in no event may the Board adopt a rule permitting Guests to keep pets in a Villa for more than seven (7) days in any permitted occupancy by a Guest.

9.3. Unlawful, Offensive, Immoral Use Prohibited. No unlawful, offensive, or immoral use, as determined at the discretion of the Board of Directors, shall be made of a Villa and the Property. All laws, ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

9.4. Nuisance. No Member shall use or permit Villa to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Villa or which would not be consistent with the maintenance of the highest standards for the first-class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Villa and the Neighborhood Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly

or offensive activity shall be carried on upon any Lot or Villa, nor shall any Owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

9.5. Occupancy of Family and Guests. Owners may allow family and Guests in reasonable numbers to temporarily occupy their Villas. Owners are responsible for the conduct of their family and Guests. In addition to the following, the Association may from time to time adopt Rules and Regulations regarding the occupancy of family and Guests.

9.5.1. No person under the age of 18 years of age shall be allowed to stay overnight in an Owner's home unless under supervision of an adult (18 years or older).

9.5.2. In absence of an Owner, no more than two (2) Guests may stay in the Owner's home, and for not more than 10 (ten) days per year. In the absence of an Owner, Guest occupancy of more than ten (10) days shall be considered an "Extended Stay." Association approval is required before Extended Stays, and such approval is subject to the application and approval requirements in Section 12.

9.5.3. Family members may stay in the Owner's home for up to sixty (60) days per year. Family member occupancy of more than sixty (60) days shall be considered an "Extended Stay." Association approval is required before Extended Stays, and such approval is subject to the application and approval requirements in Section 13.

9.5.4. Occupants, other than family members or Guests, are deemed Tenants and are subject to the application and approval requirements in Section 13.

9.6. Garages. Operable doors shall be provided for all garages. Garage doors shall be closed except when vehicles are entering or exiting. Because of the importance of keeping vehicles within garaged areas, no Owner may convert any garage area for any other use.

9.7. Temporary Structures. Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent.

9.8. Parking and Storage of Vehicles. Except for service vehicles temporarily present on business, Owners and occupants of Villas may not park, store or keep on the Properties any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motorhome, bus, tractor, or any other such vehicle, unless it is stored within a garage. No person may park, store or keep any motor vehicle on grassed or landscaped areas, or any place outside of paved driveways, garages, or other designated parking areas. Vehicles which are in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each Owner is specifically cautioned, and they and the other occupants of a Villa may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this provision "kept" or "keep" shall mean present and in the sight of the Neighborhood for either a period of longer than four (4) consecutive hours. No house trailer, mobile home, motorhome, boats and the like may be kept more than two (2) times in any month. The Board of Directors has the authority to adopt reasonable rules in its discretion concerning the "temporary" presence of service vehicles, including duration and parking locations, as well as rules regulating the parking of any commercial vehicle not expressly provided for above. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning.

9.9. Appearance; Refuse Disposal. Each Owner shall keep his or her Lot and Villa free of trash and debris and shall reasonably maintain his or her Lot and Villa. Personal property of residents shall not be left on the lawns or landscaped areas outside the Villas. Trash, garbage or other waste must be kept in appropriate containers suitable screened from view from the street and adjacent Lots. All Owners shall be required to have mandatory trash pick-up. No Owner or other occupant shall dispose of trash except in the manner specified by the applicable trash collection franchise or company. Garbage and recycling receptacles may be placed outside no earlier than 6:00 PM on the evening before scheduled collection and must be removed no later than 6:00 P.M. the day of scheduled collection.

9.10. Pets. The Owner of each Villa may keep not more than two (2) small pets, of a normal domesticated household type (such as a cat or dog) in the Villa. For purposes of this Section, small pets shall be defined as not more than twenty-four (24) inches in length at maturity measured from shoulder to rear, fourteen (14) inches in height at maturity measured from shoulder to paw, and not more than twenty-five (25) pounds in weight at maturity. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulations by the Association. Tenants are not permitted to keep any pets in the Villas. Any Owner who keeps a pet or permits a pet to be kept in the Villa is fully liable for any damage or injury to persons or property caused by a pet. The ability to keep a pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any pet which becomes a source of danger or unreasonable annoyance to other residents, such as by frequent noise or aggressive behavior. Pets must be leashed or carried at all times and animal droppings shall be immediately removed. No reptiles, amphibians, poultry, swine or livestock may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked.

9.11. Outside Lighting. No spotlights, floodlights, or similar type of high intensity lighting shall be placed or utilized upon any Lot or Villa which in any way will allow light to be reflected on any Lot or Villa or the improvements thereon or any part thereof, without the prior written consent of the Association. Other types of low intensity lighting which do not unreasonably disturb the Owners or other occupants of the Properties shall be allowed, after approval by the Association and the ARB.

9.12. Outside Storage. No outside storage or outbuildings of any kind will be permitted without the written approval of the Association and the ARB. There shall be no outside storage or permanent placement of recreational vehicles, trash receptacles, landscape and home improvement materials or equipment of any kind including motor homes, campers, motorcycles, boats, canoes, kayaks, wave runners, jet skis, wind surfers, volleyball nets, basketball goals, swing sets, lawn care equipment, toys or play equipment. Storage or permanent placement shall be deemed to exist if an item or vehicle remains outside for a period of more than twenty-four (24) consecutive hours.

9.13. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by the Developer or as approved by the Association and the ARB.

9.14. Awnings and Windows. Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval of the Association and the ARB.

9.15. Landscaping. The landscaping, including without limitation, the trees, shrubs, lawns and walkways shall be maintained by the Association. No landscaping shall be added, cut down, destroyed or removed without the prior express written consent of the Association and the ARB. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot without the express written consent of the Association and the ARB.

9.16. Water Supply; Wells; Water Rights. Each Villa is equipped with dual water lines, one of which shall be designated to utilize non-potable water. All irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Heritage Greens. No Owner may install or operate a private well for any reason, including operation of a water source heat pump.

9.17. Signage. In order to maintain an attractive community, no sign, banner, advertisement or poster (including "open house," "for sale," or "for rent" signs) shall be exhibited, displayed, inscribed, painted, or affixed, in, on, or upon any part of the Properties unless the prior written approval has been obtained by the Board of Directors, Association and the ARB and/or the approval of the Community Association. This provision includes signs inside of Villa windows, or the windows of motor vehicles.

9.18. Antennas, Radio Equipment and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the Board, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R., Part 1, subpart S, Section 1.4000, as amended and promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to locations, not visible from the outside or neighboring Villas, and integrated with the Villas and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennas shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Board. An approved flagpole shall not be used to mount antennae. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment. Nothing in this Section shall prevent the use of a television or radio on the lanai of a Villa subject to any noise or nuisance covenants or Rules of the Association.

9.19. Outdoor Cooking. No hibachi, electric, gas-fired grills or charcoal grills or other similar devices used for cooking, heating or any other purpose shall be used or kindled on any lanai or under any overhanging portion or within then (10) feet of any Villa.

9.20. Storm Precautions. Each Owner shall be required to conform with the storm precautions promulgated by the Association in its Rules and Regulations.

9.21. Completion of Construction Remedies. Construction, reconstruction and remodeling projects shall be completed within a reasonable period of time. If for any reason, work is discontinued and there is not substantial progress toward completion continuously for a three (3) month period, then the Board of Directors shall have the right to notify the Owner of record of the Lot of its intentions herein, enter the premises and take such steps as might be required to correct an undesirable appearance, specifically including the right to demolish a partially completed structure and remove the debris from the Lot. The reasons for such correction shall be solely in the discretion of the Board of Directors and may include, but not be limited to, purely aesthetic grounds. The owners of the property shall be liable for all costs incurred in any such action and the total cost thereof will be a lien on the Owner's Lot, which lien may be foreclosed in the manner provided for in Section 8 hereof.

9.22. Conservation Areas. Lots may contain or abut Conservation Areas, which are protected under recorded Conservation Easements. These areas may not be altered from their present conditions except in accordance with the restoration program included in the Conservation Easement, or to remove exotic or nuisance vegetation, including without limitation, Melaleuca, Brazilian Pepper, Australian Pine, Japanese Climbing Fern, Cattails, Primrose Willow, and Grape Vine. Property Owners are responsible for perpetual maintenance of signage required by the permit issued by South Florida Water Management District, which maintenance will be maintained to the greatest degree lawful by the Community Association. No person shall undertake or perform any activity in Conservation Areas described in the approved permits and plats of Heritage Greens, or remove native vegetation that becomes established within the Conservation Areas and without prior approval of the ARB, the County and the South Florida Water Management District. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Villa or other structure. "Removal of native vegetation" includes dredging, application or herbicides and cutting.

9.23. Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Neighborhood Association, the Neighborhood Association shall preserve and maintain said land. No development may occur on such land except structures or improvements which promote the use and enjoyment thereof for open space purposes.

9.24. Owner Liability. An Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property in Club Homes I rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their Guests, employees, Invitees, agents or lessees, but only to the extent that such expense is not covered by the proceeds of insurance which may be carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by us, misuse, occupancy or abandonment of a Villa or the common areas. An Owner shall also be liable for any personal injuries caused by his negligent acts or those of any members of his family, or his or their Guests, Tenants, or other Invitees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

9.25. Disputes as to Use. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Club Homes I Board of Directors, and a determination rendered by the Board of Directors with respect to such dispute shall be final and binding on all parties concerned therewith.

9.26. Rules and Regulations. Each Owner shall be subject to such Rules and Regulations with respect to Club Homes I as the Association determines from time to time to be in the best interest of Club Homes I and the Owners, provided that no Rules and Regulations promulgated by the Association shall conflict with the provisions of the Declaration.

10. ARCHITECTURAL REVIEW. The architectural review and control functions of the Association shall be administered and performed by the ARB pursuant to Section 6. of the Master Declaration.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.

11.1. Compliance. Every Owner and all, Guests, Tenants, and Occupants of Villas, shall at all times be governed by and comply with Chapter 720, Florida Statutes, and the Governing Documents of the Association. The protective covenants, conditions and restrictions and other provisions of the Governing Documents promulgated by the Association shall apply to all Owners, as well as to any other person occupying any Villa as an Owner or Tenant, and to the members of their family and all other Occupants, Guests and Invitees. Failure of an Owner to notify any person of the existence of the 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 jointly and severally responsible for any and all violations by his or her Tenants, Occupants, Guests, Invitees and family members, and by any other persons with his or her express or implied permission, at any time. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors or other designated Committee of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Owner against (i) the Association; (ii) an Owner; (iii) any director or officer of the Association who willfully and knowingly fails to comply with these provisions; and (iv) any Tenants, Guests, or Invitees occupying a Villa or using the Common Areas. The Association, if the prevailing party in any enforcement action, whether or not it involves mediation and/or litigation, is entitled to recover reasonable attorney's fees and costs.

11.2. Enforcement Action. Enforcement of these covenants and restrictions may be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain such violation or to recover damages.

11.3. Self-Help Remedies. Violation of any conditions or restrictions or breach of any covenant of the Governing Documents shall also give the Association, in addition to all other remedies, the right to enter upon the land where such violation exists, after not less than seven (7) days prior written notice (except in the case of an emergency), and summarily abate, remove any construction, landscaping, and debris and repair or otherwise cure any violations of the Governing Documents, at the expense of the Owner. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. If any expense, including attorney's fees, is created by the Association under this provision, the Association shall send a statement of such expense to the offending Owner or Owners. If the statement is not paid in full within thirty (30) days of the delivery of such statement, the Association may deem such expense to be a Specific Assessment and may file a claim of lien and enforce such lien pursuant to this Declaration and Florida law.

11.4. Fines. The Association may levy fines, against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association, not to exceed the amount allowed by law, against such persons. The fines shall be in a reasonable amount deemed necessary by the Board to deter future violations, but in no event shall exceed \$100.00 per violation. Each day of continuing violation may be treated as a separate offense, except that no fines shall exceed \$10,000.00 in the aggregate. A fine of \$1,000 or more may become a lien against a Villa and Lot. For non-payment of fines, the Association shall have all of the remedies allowed by law. In any action to recover a fine, including pre-litigation collection efforts, the prevailing party is entitled to collect its reasonable attorney's fees and costs for the non-prevailing party as determined by the court.

11.5. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Member shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover at law from such Owner.

11.6. Notice. A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended with an opportunity for a hearing before a Committee of at least three (3) persons appointed by the Board who are not officers, directors, or 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 approve a proposed fine or suspension, it may not be imposed. The requirements of this section do not apply to the imposition of fines upon any Owner because of the failure of the Owner to pay Assessments. A fine shall be due to the Association five (5) days after written notice from the Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law and may be the subject of a late payment fee.

12. FORM AND TRANSFER OF OWNERSHIP OF VILLAS.

12.1. Forms of Ownership.

12.1.1. One Owner. A Villa may be owned by one natural person who has been approved as provided herein.

12.1.2. Co-Ownership. Co-Ownership of a Villa is permitted, but if the proposed co-Owners are other than spouses, the Board shall condition its approval upon designation of one of the approved co-Owners as Primary Occupant, and the use of the Villa by other persons shall be as though the Primary Occupant was the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of the Governing Documents.

12.1.3. Ownership by Corporations or Trusts. A Villa may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Villa may be used as short-term transient accommodations for several individuals or families. The approval of a corporation, trust or other entity as an Owner shall be conditioned upon designation of one natural person to be the Primary Occupant, and the use of the Villa by other persons shall be as though the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this section.

12.1.4. Life Estate. A Villa may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Owner from such Villa, and occupancy of the Villa shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for

any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2. Approval of Sale of Villas. In order to foster a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Villas and facilitating the development of a stable, quiet community and peace of mind for all residents, the sale, gift, devise, inheritance or other transfer of a Villa by an Owner shall be subject to the following restrictions:

12.2.1. Notice to Association.

(A) Sale or Gift. An Owner intending to make a sale or gift of his Villa or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the date of the proposed transfer, together with a copy of the sales contract or proposed sales contract (if a sale) or written explanation of the gift (if a gift) and such other information as the Board may reasonably require. The Board or its management may adopt a form of application for approval.

(B) Devise, Inheritance, or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board but may sell or lease the Villa following the procedures provided in this Declaration. Notwithstanding the foregoing, a devise, inheritance or other transfer of ownership to spouses, grandparents, parents or adult children shall require the stated notification to the Association but shall not require the prior approval of the Board.

12.2.2. Failure to Give Notice. If no notice is given, the Board, at its election, may approve, approve with conditions, or disapprove the sale, gift or transfer without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

12.2.3. Board Action; Approval. Within fifteen (15) days of receipt of the required notice and all information requested, the Board must approve, approve with conditions, or disapprove the transfer. If a transfer is approved or approved with conditions, the approval shall be stated in a certificate of approval executed by the president or vice-president of the Association or property manager and, if requested, be in recordable form. If the Board neither approves or disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval, and, on demand, the Board shall issue a certificate of approval.

12.2.4. Board Action; Disapproval. The Board may disapprove a transfer only for good cause by a majority of the Board voting at a meeting at which a quorum is present. The following shall be deemed to constitute good cause:

(A) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to Club Homes I.

(B) The person seeking approval has a history of disruptive behavior or an attitude of disregard for the rights and property of others, as evidenced by his conduct in

other social organizations or Associations, or by his conduct as a Tenant, Owner or occupant of a Villa.

(C) The person seeking approval failed to provide the information and appearance required to process the application in a timely manner or concluded the transaction without obtaining approval.

(D) The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, or any felony. The Association shall adopt rules and regulations pertaining to the scope and implementation of this provision. The Association may, in its discretion, make an exception to any matter contained in this subpart (4). Such exception, if based on reasonable cause, shall not be construed as selective enforcement.

(E) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts.

(F) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(G) The Owner requesting the transfer has had fines assessed against him or her which have not been paid.

(H) All assessments, fines, monetary obligations and other charges against a Lot or Villa have not been paid in full.

(I) Such other matters as may be set forth in the rules and regulations of the Club Homes I.

12.3. Unapproved Sales and Transfers. Any sale or transfer which is not approved pursuant to the terms of this Declaration shall be void or voidable unless subsequently approved by the Board. No person or persons seeking approval under this Section shall take occupancy of a Villa until approval is granted.

12.4. Screening. The Association shall have the right in its sole and reasonable discretion, but not the legal obligation, to conduct criminal and other background checks upon any prospective transferee, of the nature and to the extent it deems necessary and appropriate. The costs of which shall be borne by the prospective transferor or transferee. The failure of the Association to conduct criminal and other background checks on any prospective transferee shall not waive or restrict any right to do so as to any other applicant, nor shall such failure result in any liability to the Association, its Board members, officers, employees or agents.

12.5. Approval Application Fee. The Association may charge a reasonable processing fee for the review of any application in connection with this Section.

12.6. First Mortgagees. The approval provisions of this Section are not applicable to the acquisition of title by a first mortgagee who acquires title through foreclosure or deed-in-lieu of foreclosure. However, such provision shall apply to any assignment of right or the subsequent resale of a Villa by such first mortgagee. The provision shall also apply to acquisition of title by persons or entities other than first mortgagees through foreclosure and any other involuntary conveyance.

13. LEASING OF VILLAS. In order to foster a stable residential community and to encourage resident owner participation in the Association and on the Board, the leasing of Villas by their Owners, unless waived, shall be restricted as provided in this section. All leases of Villas must be in writing. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. All leasing is subject to the approval and screening process and the other requirements and limitations of the Governing Documents.

13.1. Maximum Lease Percentage. The number of leased Villas in the Association shall not exceed fifteen percent (15%) of the total number of Villas in Club Homes I.

13.2. Term of Ownership Prior to Leasing. No Owner may lease a Villa during the first two (2) year period of ownership measured from the date the Owner received title to the property. After the first 2-year period, an Owner may lease the Villa subject to the maximum lease percentage, the approval and screening process, and the other requirements and limitations of the Governing Documents.

13.3. Term of Lease and Frequency of Leasing. The minimum lease term shall be thirty (30) consecutive days and the maximum lease term shall be one (1) year. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. Extensions of an existing lease beyond the terms specified previously will be allowed so long as each extension is requested and approved in writing. No subleasing or assignment of a lease is allowed.

13.4. Number of Occupants per leased Villa. No more than two (2) overnight occupants per bedroom are allowed in a leased Villa.

13.5. Regulation by Association. All of the provisions of the Governing Documents shall be applicable and enforceable against any person occupying a Villa as a lessee or Guest of an Owner to the same extent as against the Owner. A covenant on the part of each occupant to abide by the provisions of the Governing Documents shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.6. Notice and Approval of Leases. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Villas by their Owners shall be restricted as provided in this section. All leases of Villas must be in writing. An Owner may lease only his entire Villa, and then only in accordance with this Section, after receiving the approval of the Association. The tenant 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 Villa who was not approved under the existing lease of the Villa.

13.6.1. Notice by the Owner. An Owner intending to lease his or her Villa shall submit a written application to the Board of Directors or its designee at least thirty (30) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee(s), a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The lessee must sign for having received copies of the Governing Documents. The Board or its designee may require a personal interview with any occupant of the Villa, as a condition of approval.

13.6.2. Board Action. After the required notice and all information have been provided, the Board or its designee shall have fifteen (15) days in which to approve, approve with conditions, or disapprove the proposed lease. If the Board or its designee neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval.

13.6.3. Disapproval. A proposed Lease shall be disapproved only if a majority of the 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:

(A) the Owner is delinquent in the payment of assessments, fines or other monetary obligations at the time the application is considered;

(B) the Owner has a history of leasing his or her Villa without obtaining approval or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupants of his or her Villa;

(C) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents applicable to the Association;

(D) the prospective lessee has 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

(E) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(F) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(G) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit, if any, is not paid; or

(H) the Owner fails to give proper notice of his or her intention to lease his or her Villa to the Board of Directors.

13.7. Failure to Give Notice or Obtain Approval. If a leasing approval application is not submitted, the Board, at its discretion with a majority vote, may approve, approve with conditions, or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the Owner may provide the Board with the required notice and request reconsideration. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power, but not the obligation, as permitted under Florida law to evict the lessee without securing consent to such eviction from the Owner.

13.8. Applications. Applications for approval to lease shall be made to the Board of Directors or its designee on such forms and include such terms as the Board may require from time to time. The legal responsibility for paying assessments may not be delegated to the lessee.

13.9. Screening. The Association shall have the right in its sole and reasonable discretion, but not the legal obligation, to conduct criminal background checks upon any prospective occupants of a leased Villa, of the nature and to the extent it deems necessary and appropriate. The costs of which shall be borne by the prospective occupants or the Villa Owner. The failure of the Association to conduct criminal and other background checks on any prospective occupants of a Villa shall not waive or restrict any right to do so as to any other prospective occupant, nor shall such failure result in any liability to the Association, its Board members, officers, employees or agents.

13.10. Fees for the Lease of Villas. The Association may charge the Owner a reasonable fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

13.11. Unapproved Leases. Any lease of a Villa not approved pursuant to this Section 12 shall be void and unenforceable unless subsequently approved by the Board.

14. AMENDMENT OF DECLARATION

14.1. Amendment. Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests of the Owners. An amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Lot or increase the proportion or percentage by which a Lot shares in the common expenses of the Association unless the record Owner and all record Owners of liens on the Lots join in the execution of the amendment. For purposes of this subsection, a change in quorum requirements is not an alteration of voting interests.

14.2. Amendment. Vote Required. Except as otherwise provided by law or by specific provision of the Governing Documents, this Declaration may be amended at any time if a duly proposed amendment is approved by at least two-thirds (2/3rds) of the Voting Interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that the text of each proposed amendment has been given to the Owners with notice of the meeting.

14.3. Amendment. Certificate. Recording. A certificate shall be attached to this Amendment certifying that it was duly adopted and shall identify the instrument number or O.R. Book and Page number in the Public Records of Collier County where recorded. The Certificate shall be executed by the president or vice-president of the Association. This Amendment shall be effective upon recordation.

15. GENERAL PROVISIONS

15.1. Declaration of General Protective Covenants Run with the Land - Duration. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Club Homes I subject hereto and shall inure to the benefit of the Association or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part. However, said duration is subject to any reinstatement of the Declaration which may be required under the Florida Marketable Record Titles Act.

15.2. Nonliability of the Association. The Association shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.

15.3. Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner, family member, Tenant, Guest or Invitee to comply with the requirements of the Governing Documents or applicable law, as amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys' fees as may be awarded by the court. The term "legal proceeding"

shall be construed in its broadest sense and include, without limitation, the review of documents and records, meetings and correspondence with clients, written notifications, filing of liens, and preparation for and participation in legal, quasi-legal and equitable proceedings, both at the trial and appellate levels.

15.4. Other Documents. The Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provision of this Declaration which shall prevail in all events of conflict.

15.5. Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

15.6. Gender. Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

15.7. Notices.

15.7.1. To the Association. Notice to the Association as may be required herein shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Association.

15.7.2. To an Owner. Notice to any Owner of a violation of any of these restrictions or any other notice as may be required herein shall be in writing and shall be delivered, mailed and/or, electronically transmitted, to the Owner at the address shown on the tax rolls of Collier County, Florida, or if not shown thereon, to the address of the Owner as shown on the deed recorded in the Public Records of Collier County, Florida.

15.8. Construction. The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Club Homes I planned unit development and the purposes set forth herein.

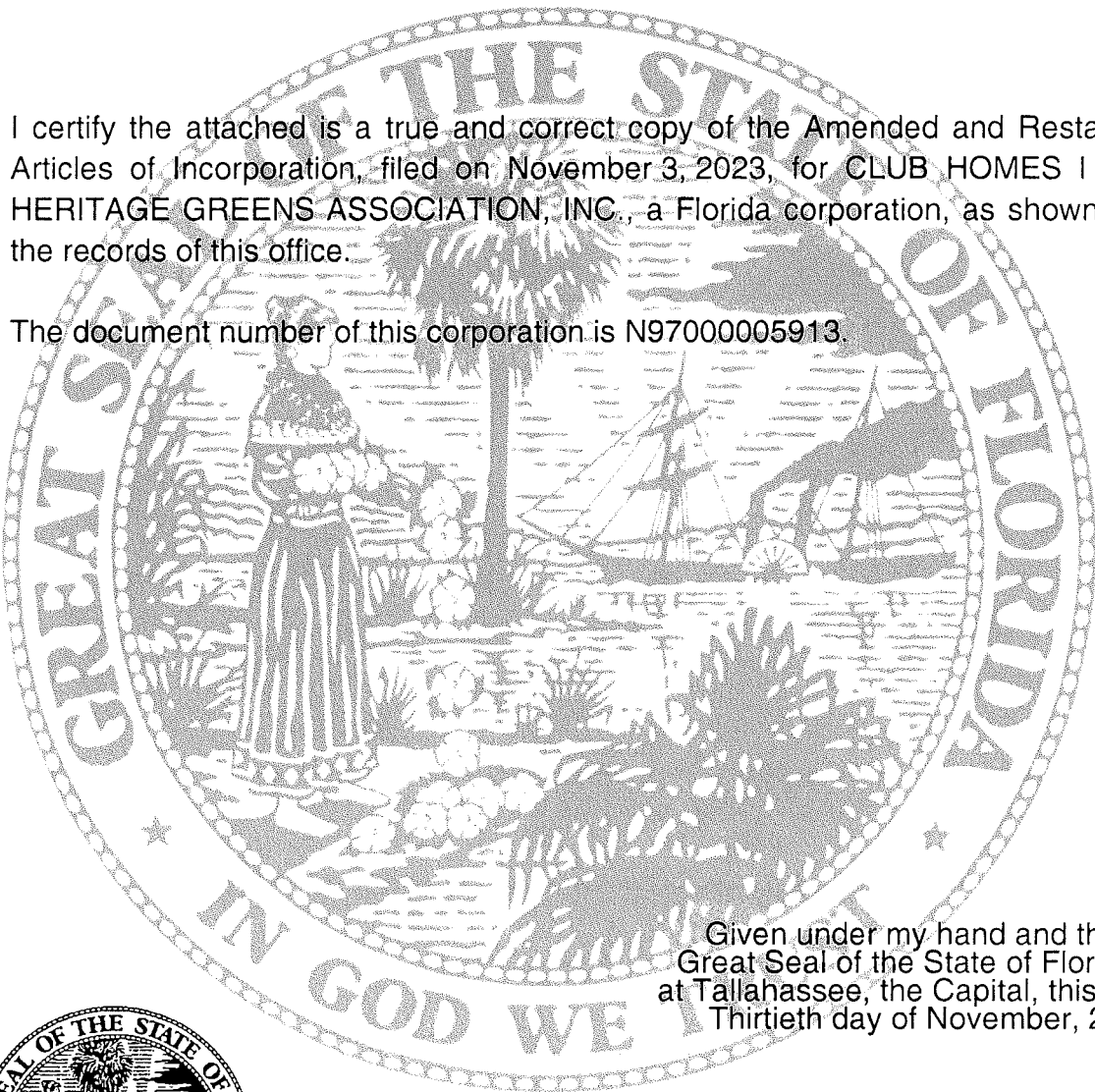
State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on November 3, 2023, for CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N97000005913.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of November, 2023




Cord Byrd
Secretary of State

After recordation, return to:
 Robert E. Murrell, B.C.S.
 The Murrell Law Firm, P.A.
 1044 Castello Drive, Suite 106
 Naples, Florida 34103

FILED

2023 NOV -3 AM 10: 02

***THIS IS A SUBSTANTIAL AMENDMENT OF THE ENTIRE ARTICLES OF INCORPORATION.
 FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.***

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC.**

The Articles of Incorporation of Club Homes I at Heritage Greens Association, Inc. were filed with the Florida Department of State on October 20, 1997, under Charter Number N97000005913 and recorded on May 27, 1998 as Exhibit "C" to the Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens at Instrument No. 2324983 of the Public Records of Collier County, Florida;

1. **NAME AND PRINCIPAL OFFICE.** The name of the corporation is Club Homes I at Heritage Greens Association, Inc., a Florida not-for-profit corporation (the "Association"); and the principal address of the Association is c/o Ability Management, Inc., 6736 Lone Oak Boulevard, Naples, FL 34109 or such other address as may be recorded with and reflected on the Florida Division of Corporations website.

2. **DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens, as amended (the "Declaration"), recorded in the Public Records of Collier County, Florida, unless herein provide to the contrary, or unless the context otherwise requires.

3. **PURPOSE.**

The purposes for which this Association is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 720 of the Florida Statutes.

3.2 To administer, enforce and carry out the terms and provisions of the Declaration and Bylaws, as the same may be amended from time to time.

3.3 To promote the health, welfare, and comfort of the Association members and residents of the Association, as authorized by the Declaration, by these Articles, and by the Bylaws.

4. **POWERS.** The Association shall have the following powers:

4.1 All of the common law and statutory powers of a corporation not-for-profit under the

laws of Florida which are not in conflict with the terms of these Articles, including, but not limited to, all of the powers of a corporation under Chapters 617 and 720 of the Florida Statutes.

4.2 To enter into, make, establish and enforce, rules, regulations, bylaws, covenants, restrictions and agreements to carry out the purposes of the Association.

4.3 To make and collect Assessments against members of the Association to defray costs, expenses, reserves and losses incurred or to be incurred by the Association; and to use the proceeds thereof in the exercise of the Association's powers and duties; and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.

4.4 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property, including Lots or Villas within the Association, for such purposes as the Association may determine.

4.5 To hold funds for the exclusive benefit of the Members of the Association as set forth in these Articles and as provided in the Declaration and Bylaws.

4.6 To purchase insurance for the protection of the Association, its property, officers, directors and Members, and such other parties as the Association may determine to be in the best interests of the Association.

4.7 To operate, maintain, repair and improve such portions of the Properties as may be determined by the Board from time to time, or as required by the Governing Documents.

4.8 To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the Properties pursuant to the Declaration.

4.9 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping and equipment, both real and personal, related to the health and social welfare of the Members of the Association and the Owners and residents of the Association as the Board in its discretion determines necessary or appropriate.

4.10 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services or duties.

4.11 To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.

4.12 To bring suit and to litigate on behalf of the Association as may be desirable or necessary for the proper management of the Association.

4.13 All other powers necessary to effectuate the purposes for which the Association is organized.

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

6. DIRECTORS.

6.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors as described in the Bylaws.

6.2 Election of Directors. The directors of the Association shall be elected by the Members in accordance with the Bylaws.

6.3 Powers and Duties. All the duties and powers of the Association existing under the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to the approval of the Members only when specifically required.

6.4 Removal and Vacancies. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

6.5 Officers. The officers of the Association shall be as stated in the Bylaws. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for the filling vacancies, and for the duties of officers.

7. BYLAWS. The Bylaws shall be adopted by amended or rescinded in the manner provided in the Bylaws.

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

8.1 Proposal. Amendments to these Articles of Incorporation may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Voting Interests.

8.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Articles of Incorporation may be amended by approval of a majority of the Voting Interests present, in person or by proxy, and voting at any annual or special meeting of the Members in accordance with law.

8.3 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be in the form required by law and shall be executed by officers 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 Collier County, Florida.

8.4 Effective Date. An amendment to these Articles shall become effective upon filing with the Secretary of State, with the Division of Corporations and after it has been recorded in the Public Records of Collier County, Florida.

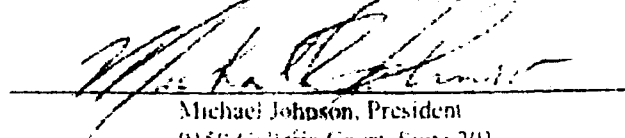
9. REGISTERED OFFICE AND AGENT. The street address of the Association's registered office and agent shall be as filed and indicated with the Florida Department of State a statement complying with Section 607.034 of the Florida Statutes.
10. TERM. The term of the Association shall be perpetual.

CERTIFICATE

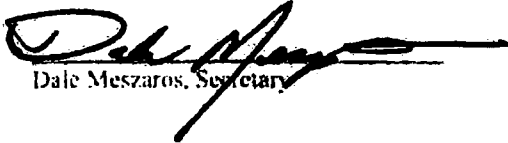
The undersigned, being the duly elected and acting President of Club Homes 1 at Heritage Greens Association, Inc., hereby certifies that the foregoing Amended and Restated Articles of Incorporation were approved by at least a majority of the voting interests of the Association at a meeting of the members held on June 22, 2023, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote was sufficient for their amendment.

Executed this 15 day of August, 2023

CLUB HOMES 1 AT HERITAGE GREENS ASSOCIATION, INC.


 Michael Johnson, President
 9150 Galieffia Court, Suite 201
 Naples, FL 34109

Attest

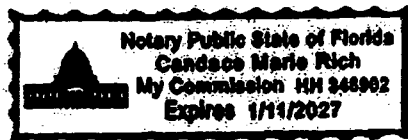

 Dale Meszaros, Secretary


(SEAL)

STATE OF FLORIDA
 COUNTY OF COLLIER

Subscribed to before me this 15 day of August, 2023 by Michael Johnson, as President of Club Homes 1 at Heritage Greens Association, Inc., a Florida corporation not for profit, on behalf of the corporation by means of ☐ physical presence or ☐ online notarization. He is personally known to me or did produce _____ as id entification.

NOTARY SEAL

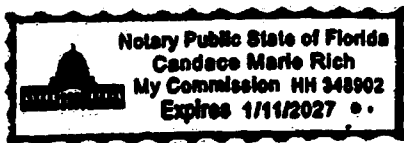




 Signature of Notary Public

STATE OF FLORIDA
 COUNTY OF COLLIER

Subscribed to before me this 15 day of August, 2023 by Dale Meszaros, as Secretary of Club Homes 1 at Heritage Greens Association, Inc., a Florida corporation not for profit, on behalf of the corporation by means of ☒ physical presence or ☐ online notarization. He is personally known to me or did produce _____ as id entification.

NOTARY SEAL




 Signature of Notary Public

*This instrument prepared by
 Robert L. Murrell, B.C.S.
 The Murrell Law Firm, P.A.
 11044 Castello Drive, Suite 100
 Naples, FL 34103*

ARTICLES OF INCORPORATION

After recordation, return to:
Robert E. Murrell, B.C.S.
The Murrell Law Firm, P.A.
1044 Castello Drive, Suite 106
Naples, Florida 34103

***THIS IS A SUBSTANTIAL AMENDMENT OF THE ENTIRE BYLAWS. FOR PRESENT TEXT
SEE EXISTING BYLAWS.***

AMENDED AND RESTATED BYLAWS
OF
CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC.

THESE ARE THE AMENDED AND RESTATED BYLAWS of CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC. ("Association") a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community known as Club Homes I at Heritage Greens. All prior Bylaws are hereby revoked and superseded in their entirety.

1. NAME, LOCATION AND DEFINITION

1.1 Identity. These are the Bylaws of CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") incorporated under the laws of the State of Florida and organized for the purpose of administering that certain homeowners association located in Naples, Collier County, Florida.

1.2 Definitions. The terms used in these Bylaws shall have the meanings as provided in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens, recorded contemporaneously herewith, as amended, and Chapter 720 of the Florida Statutes, as amended.

2. MEMBERS, VOTING RIGHTS AND MEETINGS OF MEMBERS

2.1 Members. Every Owner, so long as they are Owners, shall be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Villa or Lot. The permissible forms of ownership are listed in Section 12.1 of the Declaration. If, because of the form of ownership, the Owner is required to designate a Primary Occupant, pursuant to Section 12.1 of the Declaration, such natural person shall exercise that Villa's membership rights.

2.2 Change in Membership. A change in membership in the Association shall be established by the recording, in the Public Records of Collier County, Florida, of a deed or other instrument establishing a record title to a Lot or Villa. Thereupon the grantee in such instrument will become a Member of the Association and the membership of the prior Member shall be automatically

terminated. Before or upon such transfer of title, the transferee shall notify the Association of such transfer, subject to the approval process described in Section 12. of the Declaration.

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

2.4 Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Lot or Villa owned by them. The total votes shall not exceed the total number of Lots or Villas. The vote of a Member shall not be divisible. If a Lot or Villa is owned by one natural person, the right to vote shall be established by the record title to the Lot or Villa. If a Lot or Villa is owned jointly by spouses, that Lot or Villa's vote may be cast by either spouse present at the meeting at which the vote is taken. If a Lot or Villa is co-owned by persons other than spouses or by an entity that is not a natural person, the vote shall be cast by the Primary Occupant. A majority of votes cast in person or by proxy shall be sufficient for action except where provided otherwise in the Governing Documents. No Voting Interest or consent right allocated to a Lot or Villa owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

2.5 Annual Membership Meetings. The Members shall meet at least once in each calendar year and such meeting shall be the annual membership meeting. The annual membership meeting shall be in Collier County, Florida on such day and at such time as may be directed by the Board of Directors for the purpose of electing directors and transacting other business duly-authorized to be transacted by the Members. At the time of the annual membership meeting, ballots cast in the annual election shall be counted and the election results announced.

2.6 Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or promptly upon receipt of a written request from not less than twenty-five percent (25%) of the total Voting Interests of the Association. Business conducted at a special meeting is limited to the purpose(s) described in the notice of the meeting.

2.7 Notice of Meetings. The Association shall give all Owners actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Owners not less than fourteen (14) days prior to the meeting. The Association may provide notice by electronic transmission in a manner authorized by law for membership meetings to any Member who has provided a facsimile number or e-mail address to the Association to be used for such purposes, however, a Member must consent in writing to receiving notice by electronic transmission. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. Meeting notices must include a description of the purpose or purposes for which the meeting is called.

2.8 Quorum. The presence at the meeting, in person or by proxy of fifteen percent (15%) of the total Voting Interests shall constitute a quorum.

2.9. Proxy Voting. To the extent permitted by law, Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. Notwithstanding the foregoing, general proxies may not be used in the election of directors.

2.10 Electronic Voting. The Association may conduct elections and other Member votes through an internet-based online voting system if an Owner consents, in writing, to online voting and if the requirements of Section 720.317, Florida Statutes are met.

2.11 Adjournment. If a quorum is not present at any duly-called meeting of the Members, the majority of the Voting Interests present shall adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned, notice of the time and place of its continuance shall be given. Adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes, as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the reconvened meeting.

2.12 Order of Business. The order of business at Member's meetings shall be substantially as follows:

- A. Designation of Chairperson.
- B. Call of the roll and certification of quorum.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers.
- F. Reports of Committees.
- G. Election of directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

2.13 Minutes. Minutes of all meetings of the Members and of the Board of the Association must be maintained in a business-like manner and in written form or in another form that can be converted into written form within a reasonable time, and must be reduced to writing within thirty (30) days after the meeting to which they relate. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors and of the members must be retained as required by Florida law.

2.14 Parliamentary Rules. Robert's Rules of Order (latest edition) may govern the conduct of the Association meetings when not in conflict with the law or with the Governing Documents. The

meetings of the Members shall be conducted in accordance with these Amended and Restated Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the chairperson of the meeting, who shall be the President of the Association unless he or the Board of Directors designates a third person, shall be binding unless contrary to law.

2.15 Right to Speak. Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with Florida law.

2.16 Action by Members Without Meeting. Except for the holding of the annual meeting and annual election of directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail or hand-delivery without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the Voting Interests were present and voting. If the requisite number of written consents were received by the Secretary within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the ninetieth (90th) day. Within thirty (30) days thereafter the Board shall send written notice of the action to be taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of Members to call a special meeting of the Membership, as provided for by Section 2.6 above, or by law. If the vote is taken by the method described in this Section 2.15, the list of Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters. The written consents used to authorize an action without a meeting shall become part of the Association's records.

2.17 Voting Representative to the Community Association. In accordance with the requirements of the Bylaws of the Community Association, as amended, the Board of Directors shall, at least annually, appoint one Member of the Association, who need not be a director or officer, as the Association's Voting Representative to the Community Association. Written notice of the appointment shall be given to the Community Association. The Voting Representative shall attend the meetings of the members of the Community Association, and shall cast, in a block, all votes of the Members of this Association on any and all questions which may arise. The vote shall be cast in the manner directed by the Board of Directors, or in the absence of such direction, in the manner determined by the Voting Representative. The Voting Representative shall also perform the other duties specified in the Community Association's governing documents. The Voting Representative shall serve at the pleasure of the Board of Directors.

2.18 Polling of Members. To the extent feasible and practical, the Association shall poll its Members on questions to be decided by a vote of the members of the Club, so that this Association's votes are more likely to be cast in the manner preferred by the majority of the Members. If such a poll is conducted, the Board shall instruct its Voting Representative to cast all votes of the Association in a block, supporting the point of view preferred by the majority of the Members who responded to the poll. The Voting Representative may not vote by proxy at Club meetings, but the Board of Directors may designate

in writing an alternate representative to substitute if the Voting Representative cannot attend any meeting of the Club.

3. 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 of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the lot owners only when such is specifically required.

3.1 Number. The Associations affairs shall be governed by a Board of Directors composed of at least three (3) but not more than five (5) members. The Board, by resolution, may increase or decrease the number of directors not more than once per year and provided that an odd number of directors is maintained. Such resolution must be passed by the Board, increasing or decreasing the Board, at least sixty-five (65) days before the date of the annual meeting of the members.

3.2 Term of Office. Each director shall hold office for a term of two (2) years to be served in staggered terms. Directors will serve until a successor is duly-elected or until he sooner resigns or is removed as provided below. A director's term ends at the end of the annual meeting in conjunction with which his successor is to be duly-elected, or at such other time as may be provided by law.

3.3 Eligibility. Eligibility to be a candidate for and to serve on the Board of Directors is limited to: (i) Members or the spouse of a Member of the Association; (ii) natural persons; (iii) persons 18 years of age or older; (iv) persons who have not been convicted of any felony in Florida or in a United States District or Territorial Court or of any offense in another jurisdiction that would be considered a felony if committed in Florida, unless his or her civil rights have been restored for at least five years as of the date on which he or she seeks election to the Board; and (v) persons who are not delinquent in the payment of any fee, fine, Assessment or other monetary obligation. In addition, an elected Board Member may become ineligible to remain on the Board and shall be removed automatically upon the occurrence of any of the following events during his term: (i) the sale or transfer of his Lot; (ii) conviction of a felony, or a charge of felony theft or embezzlement of Association funds; or (iii) becoming delinquent in the payment of any fee, fine or Assessment to the Association for more than 90 days.

3.4 Removal. In accordance with Section 720.303(10), Florida Statutes, any director may be removed with or without cause by a vote of the majority of the Voting Interests of the Association at a special membership meeting called by petition of not less than ten percent (10%) of the Members of the Association expressly for that purpose no earlier than sixty (60) days after the Directors have been elected and no later than sixty (60) days before the next election. The recall of one or more Directors shall occur in accordance with the provisions and requirements of Chapter 61B-80 and Chapter 61B-81, Florida Administrative Code, as amended from time to time. The Members may, at a special membership meeting called for that purpose, fill the vacancy on the Board caused by any such removal. When a director has been recalled by the membership, the vacancy created by his/her removal cannot be filled with the same person as has been removed from the Board. If the Members fail to fill the vacancy, then the Board may fill the vacancy as outlined in Section 3.5. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Members of the Board in accordance with Section 3.5 and shall serve for the unexpired term of his or her predecessor.

3.5 Replacement. If a vacancy occurs on the Board, the vacancy may be filled by the affirmative vote of a majority of the remaining directors; provided, however, if vacancies occur as a result of a recall of director(s) and a majority or more of the directors are removed, the vacancies shall be filled pursuant to Chapter 720, Florida Statutes and the requirements of Chapter 61B-80 and Chapter 61B-81, Florida Administrative Code.

3.6 Compensation. No director or officer shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his or her duties. This provision shall also preclude the Board of Directors from employing a director as a contractor, a subcontractor, an agent, or employee of the Association.

4. ELECTION OF DIRECTORS

4.1 Election to the Board of Directors. Elections of directors must be conducted in accordance with the procedures set forth in the Governing Documents of the Association and Florida law. All prospective Board Members are subject to the eligibility requirements of Section 3.3 above.

4.2 Nomination and Elections. In each annual election the members shall elect by written, secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

4.2.1 First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, or electronically transmit to lot owners who so consent, to each Lot or Villa Owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or electronic transmission or included in another Association mailing, delivery or electronic transmission, including regularly published newsletters. Any Lot or Villa Owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election. Notice shall be deemed effective when received by the Association. A person must be eligible to be a candidate to serve on the Board of Directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board of Directors. Candidates may not be nominated from the floor at the meeting at which the election is to be held.

4.2.2 Second Notice; Candidate Information Sheets. If there are more candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail, deliver, or electronically transmit to Lot or Villa Owners who so consent, a second notice of election to all Lot or Villa Owners entitled to vote in the contested election, together with a ballot which shall list all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate, an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election, must be

included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association.

4.2.3 **Balloting.** Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each lot as many votes for Directors as there are Directors to be elected, but no lot may cast more than one (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, by lot or by any other method required or permitted by law. If there is no agreement, the Association shall proceed with a runoff election.

5. MEETINGS OF DIRECTORS

5.1 **Open to Owners; Owner Rights at Meetings.** Except as otherwise permitted by Florida law, meetings of the Board of Directors at which a quorum of the Board is present shall be open to all Owners. Any Owner may tape record or videotape meetings of the Board of Directors. The right to attend Board of Directors meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the tape recording and videotaping of the meeting and the frequency, duration, and manner of Owner statements.

5.2 **Board Meetings.** Meetings of the Board of Directors shall be called as needed at such time and place by the president or by a majority of the directors. Notice of meetings, unless fixed by Board resolution, shall be given to each director personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours prior to the date and time named for such meeting.

5.3 **Organizational Meeting.** An organizational meeting of the Board of Directors shall be held immediately following the annual membership meeting for the purpose of selecting officers, unless otherwise noticed.

5.4 **Notice to Members.** Adequate notice of all Board meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously at least 48 continuous hours preceding the meeting except in an emergency. The Association may provide notice by electronic transmission, in a manner authorized by law, for meetings of the Board and Committee meetings to any Member who has provided a facsimile number or e-mail address to the Association to be used for such purposes, however, a Member must consent in writing to receiving notice by electronic transmission. All meetings of the Board shall be open to the membership except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege or personnel matters. Any item not included in the notice may be taken up on an emergency basis by at least a majority of the Members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which non-emergency special Assessments, or at which amendment to rules regarding Lot use will be considered, shall be mailed, electronic transmitted, or delivered to the Owners and posted conspicuously not less than fourteen (14) days prior to the meeting.

Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association.

5.5 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present or via the use of a speaker-phone, real-time videoconferencing, or similar real-time electronic or video communication arrangement whereby all persons present can hear and speak to all other persons at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. Participation in a meeting by such means is equivalent to presence in person.

5.6 Voting. A director may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers or to fill a vacant director position. A director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she does not vote because of an asserted conflict of interest. A director who abstains from voting shall be presumed to have taken no position with regard to the action. A vote or abstention for each director present shall be recorded in the minutes. This subsection also applies to the meetings of any Committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to the aesthetics of any proposed building plans for a specific parcel of residential property owned by a Member of the community.

5.7 Adjourned Meetings. The majority of directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened later at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

5.8 Presiding Officer. The presiding officer of the Board of Directors at meetings shall be the president or, in his absence, the vice president. If neither is present, the presiding officer shall be selected by a majority vote of the directors present.

5.9 Board Meeting Minutes. Board meeting minutes shall be kept in such a manner that they are available for inspection by the membership. The Association, or its agent, shall retain these minutes for a period of time as required by Florida law.

5.10 Committees. The Board of Directors may appoint from time to time such standing and temporary (ad hoc) Committees as it may deem necessary and convenient for the efficient operation of the Association. Each Committee shall have the powers and duties assigned to it in the resolution creating the Committee or subsequent resolutions. Meetings of a Committee to take final action on behalf of the Board or to make recommendations to the Board regarding the Association budget must be posted and conducted with the same formalities as provided elsewhere in these Bylaws for Board meetings. Meetings of a Committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are exempted from the notice provisions of Section 5.4.

6. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Power. The Board of Directors as permitted by law and incidental thereto shall have power to, including without limitation:

6.1.1 Adopt and publish rules and regulations governing the use of the Lots and Villas and the personal conduct of the Members, Tenants and Guests thereon, and to establish penalties and fines for the infraction thereof;

6.1.2 Exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the Members by other provisions of these Governing Documents;

6.1.3 Contract for professional management and operation of the Association and delegate to its licensed manager, management company, or other designee the authority to assist in the management and operation including, without limitation, notification and conduct of meetings, collection of Assessments, preparation of records, enforcement of the Governing Documents, and maintenance, repair and replacement of Common Areas. The Board of Directors may delegate to its general manager and staff, as its agent, such other rights and duties as it deems appropriate from time to time; provided, that such rights and duties may be withdrawn without prior notice at the discretion of the Board.

7. OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The officers of this Association shall be a president and a vice president, who shall at all times be directors, a secretary and a treasurer, and such other officers as the Board may from time to time appoint.

7.2 Election. The election of officers shall take place at the first organizational meeting of the Board following each annual membership meeting.

7.3 Term. Officers shall be elected annually by the Board and shall serve at the pleasure of the Board. Each shall hold office for one (1) year unless he or she shall sooner resign, be removed, or otherwise disqualified to serve.

7.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.5 Vacancies; Abandonment; Removal from Office. A vacancy in any office may be filled by appointment by the Board. An officer more than 90 days delinquent in the payment of regular Assessments shall be deemed to have abandoned the office.

7.6 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

7.7 Duties. The duties of the officers are as follows:

7.7.1 President. The president shall preside at all meetings of the Board of Directors and all Members' Meetings of the Association and shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, promissory notes and checks.

7.7.2 Vice-President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

7.7.3 Secretary. The secretary and/or his agent shall record the votes and keep the minutes of all meetings and proceedings of the Board and Members; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses and other information as required or permitted by law, and shall perform such other duties as required by the Board and such duties shall include proper recording of all duly-adopted amendments to the Governing Documents.

7.7.4 Treasurer. The treasurer and/or his agent appointed by the Board shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board and delivered to the Members.

8. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

8.1 To the fullest extent permitted by law, every officer, director, and Association manager of the Association shall be indemnified by the Association against all expenses and liability including reasonable attorney's fees, incurred by or imposed upon him or her in connection with any proceeding to which her or she may be a party, or in which he or she may become involved, by reason of his or her being or having been an officer, director, or Association manager of the Association, whether or not he or she is an officer, director, or Association manager at the time such expenses are incurred. The foregoing right of indemnification shall not be available and the officer, director, or Association manager shall be liable for monetary damages as provided in Section 617.0834, Florida Statutes, as amended, if such officer, director, or Association manager breached or failed to perform his or her duties as an officer, director, or Association manager; and the breach of, or failure to perform his or her duties constitutes: (1) a violation of the criminal law, unless the officer or director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. A judgment or other final adjudication against an officer or director in any criminal proceeding for violation of the criminal law estops that officer, director, or Association manager from contesting the fact that his or her breach, or failure to perform, constitutes a violation of the criminal law, but does not stop the officer, director, or Association manager from establishing that he or she had reasonable cause to believe that his

or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful; (2) a transaction from which the officer or director derived an improper personal benefit, directly or indirectly; or (3) recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Claims for reimbursement as permitted under this section shall be paid by the Board as incurred. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such officer, director, or Association manager may be entitled. 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 failed to act in good faith and in a manner which he reasonably believed to be in favor or 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.

8.2 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 duty to indemnify him against such liability under the provisions of this paragraph.

9. FISCAL MATTERS AND ASSESSMENT

9.1 Generally. As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments, which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent.

9.2 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.

9.3 Assessments. Assessments shall be made and enforced in accordance with the Declaration.

9.4 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications or others as shall be appropriate, when authorized and approved by the Board:

9.4.1 Common Expenses. Common Expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the Assessments for Common Expenses in the succeeding year or to fund reserves.

9.4.2 Reserves. The Board may establish in the budget one or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget. These funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget.

9.5 Depository. The Association shall maintain its accounts in such 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 federally insured interest-bearing accounts, money market funds, certificates of deposit, U.S. government securities, and other similar investment vehicles.

9.6 Financial Information. Within ninety (90) days after the end of each fiscal year, the Board shall prepare a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement for the year, detailed by accounts. Copies of these statements shall be furnished to each Member. If called for by a majority of the Voting Interests present at any meeting, the Board shall present a full and clear statement of the business and condition of the Association.

9.7 Audits and Financial Reviews. 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 Board, shall be made by a certified public accountant, and a copy of the audit report shall be available to all Members.

10. AMENDMENTS.

10.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition signed by not less than fifteen percent (15%) of the Voting Interests of the Members.

10.2 Adoption and Ratification. The proposed amendments to Bylaws shall thereafter be adopted by majority of the Board and approved ratified by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law. Amendments required as a result of changes in Florida Statutes or County Ordinances will not require Member approval.

10.3 Recordation. A copy of each amendment shall be attached to a certificate that the amendment was duly-adopted as an amendment to the Declaration. The certificate must be executed by an officer of the Association with the formalities of a deed, and shall set forth the Instrument Number and/or O.R. Book and Page numbers where the Declaration is recorded in the Public Records of Collier County, Florida. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

11. MISCELLANEOUS.

11.1 Gender. Whenever the masculine or singular form of the 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. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

11.3 Conflict. The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration of Covenants and Restrictions for the Property, the Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, Procedures, Policies, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declarations of Covenants and Restrictions. In the event of a conflict between the language in the Declaration of Covenants and Restrictions and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control: (1) Declaration; (2) Articles of Incorporation; (3) Bylaws; (4) Rules and Regulations; (5) Policies, Procedures and Resolutions.

11.4 Emergency Board Powers.

(1) In the event of any "emergency" as defined in Paragraph 11.4(4) 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) Conduct board meetings, committee meetings, elections, or membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication after notice of the meetings and board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, electronic transmission, public service announcements, conspicuous posting on the common area, or any other means the board deems appropriate under the circumstances. Notice of decisions may also be communicated as provided in this paragraph.

(B) Cancel and reschedule an Association meeting.

(C) Designate assistant officers who are not directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.

(D) Relocate the Association's principal office or designate an alternative principal office.

(E) Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

(F) Implement a disaster or an emergency plan before, during, or following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for Association buildings.

(G) Based upon the advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the board, determine any portion of the common areas or facilities unavailable for entry or occupancy by owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.

(H) Based upon the advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the board, determine whether the common areas or facilities can be safely inhabited, accessed, or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the declaration.

(I) Mitigate further damage, injury, or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the common areas or facilities or sanitizing the common areas or facilities.

(J) Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the declaration or other recorded governing documents, levy special assessments without a vote of the owners.

(K) Without owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the declaration or other recorded governing documents.

(2) The authority granted under subsection (1) is limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the parcel owners and their family members, tenants, guests, agents, or invitees, and to mitigate further damage, injury, or contagion and make emergency repairs.

(3) Notwithstanding paragraphs (1)(F)-(I), during a state of emergency declared by executive order or proclamation of the Governor pursuant to s. 252.36, an Association may not prohibit parcel owners, tenants, guests, agents, or invitees of a parcel owner from accessing the common areas and facilities for the purposes of ingress to and egress from the parcel when access is necessary in connection with:

(A) The sale, lease, or other transfer of title of a parcel; or

(B) The habitability of the parcel or for the health and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the parcel. Any such access is subject to reasonable restrictions adopted by the Association.

(4) 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, earthquake, 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 the Community 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.