

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
THE STRAND SINGLE FAMILY COMMUNITY
Complete Details of Changes – Rev. 4 -8-7-2023

This Document contains the detail changes of all changes from the original Declarations.

The Board changes to the Document prior to sending them to the Lawyer for final review are presented with the following explanations:

1. For Sections 1 through 9, all items are from the Current Single Family Homeowner Declarations. Changes from the original documents and amendments are noted Highlighted yellow or deleted with strikethrough.

This included items completely deleted since they reference the "Declarant" which is no longer relevant. For large areas deleted a note is added before the area, highlighted in this color.

If items for these Sections, 1 thru 9, are from the Master New Documents approved in April 2022, a note is shown before the change Highlighted in this color.

2. For Section 10, Use Restrictions, unless otherwise noted, these are directly from the New Strand Master Docs approved in April 2022. All changes, additions or deletions, are shown highlighted in yellow or deleted with strikethrough.

The Section Numbers shown are from Current Single Family Homeowner Declarations for maintaining clarity with original documents and ease of review for the members. If the item is directly from the Master Documents, then that document's Section number is shown deleted with strikethrough.

Areas or Sentences from the Current Single Family Homeowner Declarations or updates from our current Rules and Regulations which are specific to our community are shown **Highlighted in this color.**

3. All the Following Sections 11-13, and 15-16 are directly from the New Master Documents issued in April 2022 unless otherwise noted and **highlighted as added or deleted.**

Section 14 is from the original Single Family Homeowner By-Laws and moved here to be consistent with the New Master Documents.

The Original Sections 11 is completely deleted as most of the sections refer to Declarant which are no longer relevant.

Areas or Sentences from the Current Single Family Homeowner Declarations or updates from our current Rules and Regulations which are specific to our community are shown **Highlighted in this color.**

Lawyer Review:

The Lawyer sent the Board his comments to our proposed Changes on 5-15-2023. The Lawyer's changes are shown **Highlighted in this color.**

Minor changes made by the Board to correct missed items or after review by the lawyer is shown with the words **in this color.**

**AMENDED AND RESTATED DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
THE PELICAN STRAND SINGLE FAMILY COMMUNITY**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made this ___ day of _____, by

(NOTE: The Following Section of Statement of Background is not relevant as it references Declarant. Deleted as noted.)

~~STATEMENT OF BACKGROUND~~

~~WHEREAS, Declarant is the owner of the Property as described in Exhibit "A" attached hereto and made a part hereof.~~

~~WHEREAS, Declarant intends, but is not obligated, to develop the Property as single family residential lots.~~

~~NOW, THEREFORE, Declarant declares that the Property and any and all additional property which is hereinafter subjected to this Declaration shall be held, transferred, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the following covenants, conditions, restrictions and easements set forth in this Declaration, which shall run with the Property, be part of such Property and inure to the benefit of, and be enforceable by, each Owner and their successors in title.~~

1. INTENT OF DECLARATION AND DISCLOSURES

1.1 Binding Effect. This Declaration shall be binding on the Property.

1.2 Purpose. This Declaration is intended to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property by imposing mutually beneficial covenants, conditions, restrictions and easements on the Property. This Declaration provides a reasonable and flexible procedure for the overall development of the Property and establishes a method of administration, maintenance, preservation, use and enjoyment of the Property.

(Note: This item 1.3 Moved from to Definitions section)

~~1.3 — PUD. The Property is part of the larger Pelican Strand community, which includes commercial, retail, residential properties, and recreational and other attendant facilities developed in accordance with the Planned Unit Development Ordinance for Pelican Strand, known as Ordinance No. 97-24, of the Board of County Commissioners, of Collier County, Florida, as the same may be amended from time to time ("PUD").~~

1.3-4 Master Declaration. The Property is further subject to the covenants, conditions, restrictions and easements set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Pelican Strand, being recorded in the Public Records of Collier County, Florida at Official Record Book 6113 2292, page 613 4637, et seq.

(Note: Section 1.5 Deleted as it references Declarant which is no longer relevant).

~~1.5 Declarant's Right to Amend. The Declarant intends, but is not obligated, to develop the lands more particularly described in the PUD in accordance with the development plan set forth in the PUD. However, Declarant is not obligated to develop the lands in accordance with the existing development plan and has the right to alter, amend, modify or terminate the development plan at any time.~~

(NOTE: ADDED - This section is from the Master Documents and is modified as shown highlighted it pertains to the SFHOA)

The Strand Homeowners' Association

KNOW ALL PERSONS BY THESE PRESENTS that on October 7, 1997 the original Declaration of Covenants, Conditions, Restrictions and Easements for the Strand Single Family Community (aka "The Strand Homeowners' Association") was recorded in Official Record Book 2353, at Page 0464 et seq., of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety.

The land subject to this Declaration (hereinafter the "Property") is legally described on Exhibit "A" hereto. No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions, and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot Parcel or any other ownership interest in the Property, or the lease, occupancy, or use of any portion of a Lot Parcel or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

(NOTE: The Entire Section 2.0 "Definitions" is directly from Our Current Homeowner Declarations unless otherwise noted. Changes shown for additions or Deletions and to delete Declarant and/or include pertinent information are Highlighted unless otherwise noted.)

2. DEFINITIONS

2.1 "Amendment" shall mean a written amendment to this Declaration ~~executed by or consented to by Declarant for the purpose of subjecting additional property to or deleting all or some portion of the Property from, this Declaration; or for assigning or designating a portion of the Property for a particular use or value; or for such other purpose or purposes permitted elsewhere in this Declaration; in order~~ to modify these restrictions as they apply to the Property; or in order to impose, expressly or by reference, additional restrictions and obligations on all or any portion of the Property.

2.2 "Articles" shall mean and refer to the Articles of Incorporation of ~~Pelican~~ The Strand Homeowners' Association, Inc., which are filed with the Secretary of State of Florida, as same may be amended from time to time.

2.3 "Assessments" shall mean the Regular, Special and Individual Assessments, ~~collectively.~~ collectively.

2.4 "Board of Directors" or "Board" shall mean and refer to the governing body of the ~~Pelican~~ Strand Homeowners' Association.

2.5 "Common Areas" shall mean and refer to those "areas of land within the Property which are dedicated to or owned by the Homeowners' Association, or any other property which is dedicated, conveyed, leased or licensed to the Homeowners' Association, and which are intended to be devoted to the common use and enjoyment of the Members. Common Areas may be dedicated by Amendment. The term "Common Areas" shall also include any personal property acquired by the Homeowners' Association if said property is designated as Common Areas in the bill of sale or instrument transferring same or subsequently declared by the Association ~~or the Declarant~~ to be Common Areas.

Any land or personal property leased by the Homeowners' Association shall lose its character as Common Areas upon the expiration of such lease. Common Areas shall include, but not be limited to, streets, walls, lighting, landscaping and entry features.

2.6 "Community Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout ~~the Pelican~~ The Strand community.

2.7 "County" shall mean Collier County, Florida.

(Note: Deleted Definition 2.8 as it references Declarant which is no longer relevant).

~~2.8 "Declarant" shall mean and refer to PELICAN STRAND, LTD., a Florida limited partnership, and its successors or assigns in interest. A person or entity shall be deemed an assignee or successor in interest of the Declarant only if specifically so designated in a duly recorded Amendment to the Declaration, which Amendment shall specifically state that the rights of the said PELICAN STRAND, LTD. under the aforementioned Agreement have expired, and shall be deemed an assignee successor in interest of Declarant only as to the particular rights or interests specifically designated in the recorded Amendment.~~

(Note: Renumbering due to deletion of 2.8 – deleted numbers refer to original document and shown for reference).

~~2.8 9~~ "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for the ~~Pelican~~ Strand Single Family Community.

~~2.9 10~~ "Director" shall mean a member of the Board of Directors elected or designated as such in the Articles or By-Laws.

2.10 14 "Governing Documents" shall mean and refer to the Homeowner's Documents, the Master Association Documents and the development plan.

2.11 12 "Homeowners' Association" shall mean and refer to ~~Pelican~~ **The Strand** Homeowners' Association, Inc., a Florida not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in this Declaration.

2.12 13 "Homeowners' Documents" shall mean any and all documents, instruments and agreements ~~established by Declarant creating and~~ governing the Homeowners' Association, including, but not limited to, this Declaration, Articles of Incorporation, By-Laws, and any procedures, rules, regulations or policies adopted by the Homeowners' Association, as amended from time to time.

2.13 14 "Homeowners' Expenses" and/or "Common Expenses" shall mean and include those actual and estimated common expenses incurred by the Homeowners' Association to benefit primarily the Owners of Lots.

2.14 15 "Individual Assessment" shall mean an assessment levied in accordance with Section 9.6 of this Declaration.

2.15 16 "Institutional Mortgagee" shall mean (a) any generally recognized lending institution having a first mortgage lien upon a Lot including, but not limited to, any of the following institutions: a Federal or state savings and loan or building and loan association; a national, state or other bank or real estate investment trust; or mortgage banking company doing business in the State of Florida; or a life insurance company; or a subsidiary of a holding company owning any of the foregoing; or (b) any secondary mortgage- market institution: including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Housing Administration (FHA), and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Lot; ~~or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders, which have loaned money to Declarant to acquire or to construct improvements upon the Property and who have a mortgage lien of any priority on all or a portion of the Property securing such loan; or (c d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Lot; or (e) Declarant.~~

2.16 17 "Lot" shall mean and refer to any single platted lot within the Property upon which a single family residence ("Residence") including without limitation, a detached single family home, may be constructed. The term "Lot" includes lots improved by the construction of a residence ~~and lots that have not been improved by the construction of a residence, so long as it is likely that a residence will be constructed upon it in the future. If more than one Lot has been used for the construction of one residence, such Lots shall be considered as one Lot for purposes of this Declaration.~~

~~2.17 18~~ "Master Association" shall mean and refer to ~~Pelican~~ **The Strand** Master Property Owners' Association, Inc., a Florida not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for ~~Pelican~~ **The Strand** (the "Master Declaration").

~~2.18 19~~ "Master Association Documents" shall mean any and all documents, instruments and agreements ~~established by Declarant creating and~~ governing the ~~Pelican~~ **The Strand** Master Association., Inc., including, but not limited to, the Master Declaration., the Articles of Incorporation and Bylaws of the Master Association, and any procedures, rules, regulations or policies adopted by the Master Association, as amended from time to time.

~~2.19 20~~ "Members" shall mean and refer to any person or entity holding memberships in the Homeowners' Association. All Owners of Lots shall be Members; provided, however, that there shall be no more than one (1) Member for each Lot.

~~2.20 21~~ "Neighborhood" shall mean and refer to any detached single family home, attached townhouse, condominium., villa or other sub-area development located anywhere within ~~Pelican~~ **The Strand**.

~~2.21 22~~ "Neighborhood Association" shall mean and refer to a Florida not for profit corporation which is the property owners association, homeowners association, condominium association or any other such entity, their successors and assigns for any particular Neighborhood within ~~Pelican~~ **The Strand**.

~~2.22 23~~ "Owners" shall mean and refer to the record Owner(s) of fee simple title in a Lot ~~(including Declarant, but specifically excluding any party holding an interest merely as a security for the performance of an obligation)~~. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is subject to a written lease with a term in excess of one year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Homeowners' Association.

(Note: This definition 2.23 for "Parcel" is directly from the New Master Documents modified for SFHOA specifics as required. The Current Single Family Homeowner Declarations used "Lot", "Property" and "Residence or Home". The New Master Documents uses "Lot", "Property", "Parcel" and "Home".

This could be because of the mixed use properties within the Strand Master Association.

For the SFHOA, in order to be consistent with the original documents, we have not used the word "Parcel", but instead used either "Lot" or "Residence" to replace the word "Parcel" when we used Sections of the Master Documents in the SFHOA Declarations.

~~2.23 1.36~~ "Parcel" shall mean and refer to a portion of the Strand Property intended for use and occupancy as a an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, patio homes, duplexes, and single family detached house on separately platted or described Lot s, all as may be used and defined herein. The term shall include all portions of the real Property owned as well as any structure thereon. In the case of a structure which contains multiple dwellings; each dwelling shall be deemed a separate Parcel.

(NOTE: Since Section 2.23 was deleted, all sections going forward were renumbered)

~~2.23 25~~ "Property" shall mean and refer to the real property subject to this Declaration.

(Note: This item 2.24 ~~25~~ was Moved from Section 1)

~~2.24 25~~ "PUD" shall mean the Property is part of the larger Strand community, which includes commercial, retail, residential properties, and recreational and other attendant facilities developed in accordance with the Planned Unit Development Ordinance for Pelican Strand, known as Ordinance No. 97-24, of the Board of County Commissioners, of Collier County, Florida, as the same may be amended from time to time ("PUD").

~~2.25 26~~ "Regular Assessment" shall mean and refer to the assessments levied in accordance with Section 9.2 of this Declaration.

(NOTE: Added the word "Home" as there are some references to it in the SFHOA Documents and to conform to the New Master Documents. **Legal to advise should we include "attached structures" to be included in the definition of Residence or Home).**

~~2.26 27~~ "Residence" or "Home" shall mean and refer to a single family residence, including without limitation, a detached single family home constructed upon a Lot.

2.27 ~~28~~ "Special Assessments" shall mean an assessment levied in accordance with Section 9.5 of this Declaration.

~~2.29 — "Turnover" shall mean the time at which Owners, other than the Declarant, assume control of the Homeowners' Association.~~

~~2.28 29 — "Pelican The Strand" shall mean that project developed by Declarant or others on the lands as more particularly described in the PUD, specifically defined in Ordiances 97-24, 97-75 and 02- 15, including commercial, retail, residential properties and recreational and other attendant facilities.~~

~~(Note: Section 3.1 Deleted as shown as it references Declarant which is no longer relevant)~~

3. DEVELOPMENT OF THE PROPERTY

3.1 Declaration. This Declaration is not a declaration of condominium. No portion of the Property is submitted by this Declaration to the condominium form of ownership. ~~Declarant has caused the Homeowners' Association to be formed to perform certain administrative and operational functions regarding the Property as set forth more fully in the Homeowners' Documents. The Homeowners' Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes. The expressed intent of the Homeowners' Documents is that the substantive rights hereunder shall not be affected by legislation prior to Turnover and subsequent to the date of the execution of the Homeowners' Documents, without the express written consent of the Declarant, which consent may be withheld for any reason.~~

(NOTE: The below paragraph added directly from the New Master Documents with the word "Master" Changed to "Homeowners")

The powers and duties of the Homeowners' Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the Governing Documents. The ~~Homeowners' Master~~ Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the ~~Homeowners' Master~~ Association include, but are not limited to, the maintenance, management, and operation of the ~~Homeowners' Master~~ Association's Common Areas. The ~~Homeowners' Master~~ Association has the power to enter into agreements to acquire leaseholds, memberships, and other ownership, possessory, easement, or use interests in lands or facilities for the use and enjoyment of the Owners.

~~(Note: Section 3.2 Deleted as it references Declarant which is no longer relevant)~~

~~3.2 — Property. Declarant shall have the right by a Amendment to change the use of any portion of the Property subject only to the approval of the Owner of the Property.~~

3.2-3 Amendments. The Homeowners' Association, upon approval by the Members as defined ~~Declarant~~ shall have the right, ~~alone and in its sole discretion,~~ to execute and record in the office of the Clerk of the Circuit Court of Collier County, Florida, an Amendment containing provisions which (a) assign a specific use to any portion of the Property; (b) modify the provisions of this Declaration as they apply to all or any portion of the Property; (c) create new provision to this Declaration as they apply to all or any portion of the Property; (d) withdraw the applicability of any or all of the provisions of this Declaration; (e) add or withdraw properties encumbered by this Declaration; and (f) do anything else permitted by this Declaration.

(NOTE: The Following Section 4.0 is directly from **Current Single Family Homeowner Declarations** unless otherwise noted. Changes shown for additions or Deletions and to Delete Declarant and/or include pertinent information are Highlighted unless otherwise note.)

4. LAND USE WITHIN THE PROPERTY AND COMMON AREAS

4.1 Land Use within the Property. ~~In general, Declarant may, in its sole and absolute discretion, establish any use for the Property which is consistent with the terms of this Declaration, the Master Declaration and the PUD.~~ In general, the Homeowners' Association may, in the Board's sole and absolute discretion, establish any use for the Property which is consistence with the terms of this Declaration. The Property shall be subject to the use restrictions set forth in this Declaration, the Master Declaration, the PUD, and the design standards and guidelines adopted by either the Master Association or the Homeowners' Association. All replacements, repairs and other alterations to any Residence must be consistent with the original design of the Residence, this Declaration, the Master Declaration, the PUD and any design standards and guidelines established by either the Master Association or the Homeowners' Association.

4.2 Common Areas. The Common Areas shall be those areas specifically designated ~~by Declarant~~ designated by the Homeowners' Association as exclusively or primarily for use by Owners, other than those Common Areas conveyed to the Master Association, or other Neighborhood Association, if any, ~~as defined herein.~~

(NOTE: The following entire section is deleted since it is no longer relevant)

~~Declarant shall, no later than sixty (60) days after termination of its Class B Membership, convey and transfer (or cause to be conveyed or transferred) to the Homeowners' Association, and the Homeowners' Association shall accept, all of the Common Areas not conveyed to the Master Association, unconditionally and "as is".~~

~~THE HOMEOWNERS' ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF SUCH COMMON AREAS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION,~~

~~REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATIONS TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREAS OR THE DEED TO ANY LOT, THE HOMEOWNERS' ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE HOMEOWNERS' ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE HOMEOWNERS' ASSOCIATION SHALL BE PAID FOR BY THE HOMEOWNERS' ASSOCIATION.~~

(NOTE: The Following Section 5.0 is directly from **Current Single Family Homeowner Declarations** unless otherwise noted. Changes shown for additions or Deletions and to Delete Declarant and/or include pertinent information are Highlighted unless otherwise note.)

5. MEMBERSHIP AND VOTING RIGHTS

5.1 Membership. Every Owner ~~and the Declarant~~ shall be ~~Members~~ a Member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to Assessment by the Homeowners' Association. Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation, By-Laws, this Declaration and any Amendment thereto.

~~Note: Areas shown Deleted since they reference Declarant which is no longer relevant~~
The Homeowners' Association shall have two (2) classes of membership: (A) Class "A" Members, and (B) Class "B" Members as follows:

~~(A) — Class "A". Class "A" Members shall be all Owners of Lots within the Property other than the Class "B" Member.~~

~~(B) — Class "B". The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminates this membership, the Class "B" membership shall terminate upon Turnover or Declarant's earlier termination, and be converted to Class "A" membership.~~

5.2 Voting.

(A) ~~Class "A" Members. Upon Turnover, Class "A" Members shall be entitled to one (1) vote for each Lot owned by the respective Class "A" Member.~~

~~(B) Class "B" Member. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve action taken under this Declaration and the By laws, are specified throughout this Declaration and the By laws. The Class "B" Member shall be entitled to appoint all members of the Board of Directors prior to Turnover. The Class "B" Member shall have two times the number of votes held collectively by all Class "A" Members, plus one vote. After Turnover, Declarant shall have the right to disapprove actions of the Board and any committee established by the Homeowners Association, as well as those committees (if any) which may be established pursuant to the By laws; and shall be a Class "A" Member entitled to one (1) vote for each Lot owned by Declarant.~~

~~(B-C) Joint Ownership, Corporations. Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. In any situation where more than one person holds an interest in a Lot, the vote for the respective Lot shall be exercised by any such person; provided, however, the persons holding the interest in the Lot can notify the secretary of the Homeowners' Association, in writing, prior to or during any meeting of the manner in which the vote is to be exercised, and in the absence of such notice, the Lot's vote shall be suspended if more than one person seeks to exercise it. The voting rights of a Member that is a corporation, partnership or other entity shall be exercised by the individual designee from time to time by the owner in a written instrument provided to the secretary, subject to the laws of the State of Florida.~~

~~(The Following Sections 5.3 and 5.4 are completely deleted as they are no longer relevant)~~

~~5.3 — Turnover. Members other than the Declarant are entitled to elect at least a majority of the members of the Board of Directors of the Homeowners' Association when the earlier of the following events occurs:-~~

~~(A) Three months after ninety percent (90) of the Lots have been conveyed to Members; or~~

~~(B) Sooner, at the sole and absolute discretion of the Declarant.~~

~~The Association shall give notice to all Members of the Turnover meeting at least thirty (30) days before such meeting. The purpose of the Turnover meeting shall be to elect the new members of the Board of Directors, as well as to conduct such other business as shall properly come before the meeting. The Declarant is entitled to appoint at least one (1) member of the Board of Directors of the Pelican Strand Homeowners' Association as long as the Declarant holds for sale, in the ordinary course of business, at least five percent (5) of the Lots within the Property. Further, after Declarant has relinquished control of the Association, the Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for the purpose of reacquiring~~

~~control of the Association or selecting the majority of the members of the Board of Directors.~~

~~5.4 — Section 5 Amendment. This Section 5 may not be amended without the express written consent of the Declarant.~~

5.3 5.5 Neighborhood Representative. As provided in the Master **Association** Declaration, no Member shall have the power to vote at Master Association meetings other than as set forth herein. **After Turnover**, The Neighborhood Representative shall be an officer of the Homeowners' Association, appointed by the President. The Neighborhood Representative shall, on behalf of the Members, cast the votes of all Members in the Neighborhood on Master Association matters. The Neighborhood Representative shall cast such votes as a block in the manner determined **by a majority vote of the Homeowner's Board of Directors at a duly constituted meeting of the Board of Directors.**

It shall be conclusively presumed for all purposes of Master Association business that the actions of the Neighborhood Representative are within the authority and consent of the Members.

(This portion completely deleted as it is no longer relevant with the Board deciding the vote by the NR as directed by the Board)

~~as the Neighborhood Representative may, in the Neighborhood Representative sole and reasonable discretion, deem appropriate, action on behalf of all of the Members. However, in the event that at least fifty one percent (51%) of the voting power in attendance at any duly constituted meeting of the Members shall instruct the Neighborhood Representative as to the manner in which such Neighborhood Representative is to vote on a specified issue at a Master Association meeting, then such Neighborhood Representative shall cast all of the voting power of the Members not as a block, but in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, cast their voting power in favor of or in opposition to such issue. The Neighborhood Representative shall have the authority, but not the obligation, in his sole discretion, to call a special meeting of the Members in the manner provided in the By Laws for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the Members of the Master Association.~~

(NOTE: The Following Section 6.0 is directly from The Current Single Family Homeowner Declarations unless otherwise noted. Changes shown to Delete Declarant and/or include pertinent information are Highlighted unless otherwise note.).

6. MAINTENANCE

6.1 Homeowners' Association's Responsibility for Common Area Maintenance. The Homeowners' Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management, operation, maintenance and control of the Common Areas (unless the same have been transferred or assigned to the Master Association or other Neighborhood Association). The foregoing obligations include, but are not limited to, the following:

- (A) Maintenance, repair, and replacement of landscaping and entry features on all Common Areas.
- (B) Common Areas **roadway** ~~swimming pool maintenance,~~ repair and replacement.
- (C) Painting of any improvements located within Common Areas.
- (D) Maintenance, repair and replacement of all drainage and irrigation facilities (unless said responsibilities have been transferred to the Master Association).
- (E) Maintenance, repair and replacement of any and all other improvements located within the Common Area.

6.2 Lot Maintenance. In addition to the maintenance of the Common Areas as described above, the Homeowners' Association shall be responsible for the maintenance of lawns and landscaping on all Lots, excluding the installation and/or replacement of annuals, perennials, or specialized or exotic vegetation. The Homeowners' Association shall also be responsible for the maintenance, repair and replacement of all irrigation facilities, including but not limited to, sprinkler pumps, piping, and sprinkler heads. It is intended that the Homeowners' Association be responsible for the general care and maintenance of all landscaping on all Lots, except as excluded herein. Owner shall be responsible for the maintenance of their residence and any other improvements constructed upon the Lot, and all components thereof.

6.3 Entry Rights and Liability. The Homeowners' Association shall have the right, but not the obligation, for itself, its designee, or any agent or employee, to enter upon any Lot to carry out the provisions of this Declaration and same shall not constitute a trespass. The Homeowners' Association shall not be liable for any action taken under this Section and each Owner of a Lot agrees for itself and its family members to hold the Homeowners' Association harmless, from any action undertaken pursuant to this Section.

6.4 Owners' Responsibility. Subject to the Homeowners' Association responsibilities outlined above, each Owner shall maintain his or her Lot and Residence in good repair and in a neat and attractive condition in accordance with the Community Wide Standards and the Governing Documents. Said maintenance responsibilities shall include, but not be limited to, maintenance of all specialized exotic or "high need" landscaping not maintained by the Homeowners' Association. No Owner shall take any action which (a) increases the maintenance responsibility of the Homeowners' Association, (b) causes the Homeowners' Association's insurance premiums to increase, or (c) interferes with the Homeowners' Association's maintenance or operational responsibilities. If any owner fails to perform his or her maintenance responsibility in accordance with this Section, the Homeowners' Association may perform it and assess all costs incurred against the Lot, and further assess the Owner thereof as an Individual Assessment. Prior to entry, the Homeowners' Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency.

6.5 Rules and Regulations. The Homeowners' Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

(Note; The rest of this Section 6.5 is deleted here as it is moved to Section 14 later in this document)

~~Sanctions may include reasonable monetary fines of a maximum amount allowed by law (currently \$100) per day per violation, against any member or any tenant, guest, or invitee and suspension of the right to use any recreational facilities (if any) of the Common Areas, and exclusion from the Property of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The fine levied will be on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$2,000 per violation. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances.~~

~~A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee as defined in the Bylaws, Article XII.~~

~~Impositions of sanctions shall be subject to the procedures for disciplinary action provided in the By Laws of the Homeowners' Association. All violations must be cured, by the Owner or occupant responsible for the violation, to conform to the Declaration, these Bylaws, or Rules & Regulations within a reasonable time, set by the Board of Directors, following receipt of the notice of the violation. If any owner fails to perform his or her obligation to correct the violation to conform to the Declaration, these Bylaws, or Rules & Regulations, then the Association may perform the work to correct the violation and assess all cost associated with the work to the Owner as defined in the Bylaws, Article XII.~~

6.6 Implied Rights. The Homeowners' Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation, or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

6.7 Cooperation with Master Association. The Board shall have the power to assist the Master Association in the performance of their respective duties and obligations under the Master Declaration, and shall cooperate with the Master Association so all can most efficiently and economically provide their respective services to the Owners. If the Homeowners' Association fails, neglects, or is unable to perform a duty or obligation required by the Governing Documents, including without limitation, maintenance responsibilities, then the Master Association may, after reasonable notice and an opportunity to cure given to the Homeowners' Association, perform such duties or obligations until such time as the Homeowners' Association is able and/or willing to resume such functions, and charge the Homeowners' Association a reasonable fee for the performance of such functions and assess the costs thereof against all of the Lots and Owners thereof.

(Note: Entire Section 6.8 is Deleted since it references the Declarant and is no longer relevant)

~~6.8 Irrigation. If permitted by Declarant, the Master Association may act as a water provider with respect to providing irrigation services to all or some portions of the Property at rates to be set by the Master Association. The Master Association reserves the right to determine the costs of providing and maintaining such services. Such services and the costs thereof shall be a Neighborhood Association expense. Each Owner acknowledges that any water provided for irrigation purposes may be untreated water or treated effluent. Neither Declarant nor the Association shall be responsible for the quality of water provided for such irrigation purposes. Any use of such water shall be at the user's own risk.~~

(NOTE: The Following Section 7.0 is directly from Current Single Family Homeowner Declarations unless otherwise noted. Changes shown to Delete Declarant and/or include pertinent information are Highlighted unless otherwise note.).

7. EASEMENTS AND OTHER RIGHTS

7.1 Easements to Use. All Owners shall have a non-exclusive easement to use and enjoy the Common Areas, subject to the terms of the Governing Documents, including parking and traffic regulations adopted by the Homeowners' Association, payment of use or access fees or other charges reasonably imposed by the Homeowners' Association and subject to any restrictions or limitations contained in any instrument conveying such property to the Homeowners' Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to the

Governing Documents. An Owner who leases his or her Residence Lot shall be deemed to have delegated all such rights to the lessee of the Residence Lot. All Common Areas shall be maintained by the Homeowners' Association in such manner that its use and enjoyment as open space will not be diminished or destroyed. No Common Areas shall be developed except for use by Owners as open space, or by Declarant to assist Declarant's sales and promotion of Pelican Strand.

7.2 Easements for Utilities, Etc. There is hereby reserved unto Declarant so long as the Declarant owns any Lot within the Property, and further reserved unto the Homeowners' Association, and the designees of each (which may include, without limitation, Collier County and/or any utility company), easements upon, over, across, and under all of the Property for ingress and egress, dispensing pesticides, installation, replacing, repairing, relocating and maintaining walkways, bicycle pathways, cart paths, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including but not limited to water, sewer, meter boxes, telephones, gas, electricity and irrigation; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot or Residence.

(Note: Entire Sections 7.3, 7.4, 7.5 and 7.6 are Deleted since they reference the Declarant and are no longer relevant)

~~7.3 Sales Activity. While Declarant holds one or more Lots for sale in the ordinary course of business, Declarant and its designees shall have the right to use those Lots and the Common Areas to establish, modify, maintain and utilize, as it and they deem appropriate, model living units, sales facilities, sales offices, or other offices for use in selling any part of Pelican Strand. Without limiting the generality of the foregoing, the Declarant and its designees may show model living units or the Common Areas to prospective purchasers or tenants, erect signs and other promotional material to advertise, and take all other action helpful for sales, leases and promotion of Pelican Strand.~~

~~7.4 Assignment of Rights to Subsequent Developer. Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created or provided for by this Declaration or by any other recorded instrument. Such assignments shall not in any way lessen the Developer's rights herein.~~

~~7.5 Easement for Construction, Maintenance. Declarant (including its designees and contractors) shall have the right to enter any part of the Property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, or any part thereon, and for repair, replacement and maintenance purposes provided such activity does not prevent or unreasonably interfere with the use or enjoyment of Lots by Owners.~~

~~7.6 Additional Easements. The Declarant, and after Turnover, the Board of~~

Directors, shall have the right to execute, without further authorization, such grants of easement or other instruments as may from time to time be desirable for the development of Pelican Strand.

NOTE: The Following New Sections 7.3, 7.4, and 7.5 have been added and are directly from the New Master Documents. Changes are noted Highlighted. Section numbers shown deleted are from the Master Documents for reference)

7.3 4.6 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Areas.

7.4 4.7 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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

(B) the right of the **Homeowners' Master** Association to impose rules and regulations governing the use of the Common Areas; and

(C) the right of the **Homeowners' Master** Association to a non-exclusive easement over, across, and through each **Lot Parcel** as necessary to meet the **Homeowners' Master** Association's maintenance responsibilities.

7.5 4.8 Additional Easements; Modification of Easements. Notwithstanding anything to the contrary contained herein, the **Homeowners' Master** Association has the power, without the joinder of any Owner, to grant, modify, or relocate easements in any portion of the Common Area, as the Board shall deem necessary or desirable for the **Homeowners' Master** Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the **Lots Parcels**.

8. INSURANCE AND CASUALTY LOSSES

8.1 Insurance. The Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas, if any, and at the election of the Board of Directors, upon any other property or improvements maintained by the Homeowners' Association. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100) of the replacement cost of any

repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Areas, the Homeowners' Association and its Members for all damage or injury caused by the negligence of the Homeowners' Association or any of its Members or agents. The public liability policy shall have the liability limits established by the Board from time to time.

The Board may also obtain such other insurance policies as it deems appropriate, including, without limitation, Directors and Officers liability insurance and fidelity coverage.

8.2 Duty to Maintain Fidelity Insurance. ~~Following Turnover,~~ The Homeowners' Association shall, to the extent available at a reasonable cost, obtain fidelity bonds to protect against dishonest acts on the part of its officers, directors, employees and agents and on the part of all others who handle or are responsible for handling the funds of, or funds administered by, the Homeowners' Association. In addition, if responsibility for handling funds is delegated to a manager, such bonds shall be required for the manager and its officers, employees, and agents. Such fidelity coverage shall name the Homeowners' Association as an obligee and shall be written in an amount equal to at least one hundred percent (100) of the estimated annual operating expenses of the Homeowners' Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

8.3 Duty to Maintain Officers' and Directors' Personal Liability Insurance. The Board may, in its sole and absolute discretion, purchase officers' and directors' personal liability insurance at the expense of the Homeowners' Association to protect the officers, directors and all committee members from personal liability in relation to their duties and responsibilities on behalf of the Homeowners' Association.

8.4 Duty to Maintain Workers' Compensation Insurance. The Homeowners' Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

8.5 Other Insurance. The Homeowners' Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to its responsibilities and duties.

(NOTE: For this section 8.6, added appropriate verbiage shown highlighted from the Master Documents that are relevant. Sentence deleted is no longer relevant)

8.6 Individual Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on their Lot and Residence. **If any Residence or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane, or other casualty, the Owner of such Lot who is responsible for insuring the property shall be responsible for repair or replacement.** Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than

total destruction of his Residence, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure within one (1) year. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds; provided, however, Homeowners' Association shall be responsible for any expenses incurred for roof repair or replacement on any Residence that is not covered by the Owner's insurance.

All such repairs or replacements must be in keeping with the original character, design, and condition.

In the event that the Residence is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter, the Homeowners' Association shall continue to maintain the Lot in a neat and attractive condition.

8.7 Damage and Destruction.

(A) Filing Claims. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Homeowners' Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(B) Repair and Reconstruction. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless ~~(i) the Class B Member (so long as it exists); and thereafter (ii)~~ at least seventy-five percent (75) of the total votes eligible to be cast by the ~~Class A Members~~ shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Homeowners' Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Institutional Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Areas shall be repaired or reconstructed. In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of ~~Pelican The~~ Strand shall be restored to their natural state and maintained by the Homeowners' Association in a neat and attractive condition.

8.8 Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of

such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas or, if no repair or reconstruction is made, shall be retained by and for the benefit of the Homeowners' Association and placed in a capital improvements account.

8.9 Insufficient Proceeds. If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against Members on the same basis as provided for Regular Assessments. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

9. ASSESSMENTS

9.1 Affirmative Covenant to Pay Assessments. There is hereby imposed upon each Owner and his or her Lot, the affirmative covenant and obligation to pay to the Homeowners' Association all Regular, Special and Individual Assessments, together with any other assessments imposed by the Homeowners' Association. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments provided for in this Declaration.

9.2 Creation of Regular Assessments. There are hereby created Regular Assessments for Homeowners' Common Expenses as the Board of Directors may authorize from time to time.

9.3 Payment of Regular Assessments. Regular Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the Regular Assessments for the entire fiscal year for delinquent Owners. Unless the Board otherwise provides, the Regular Assessment shall be paid on a quarterly basis, in advance.

9.4 Computation of Regular Assessments. It shall be the duty of the Board of Directors of the Homeowners' Association annually to prepare a budget covering the estimated Homeowners' Expenses, to be allocated equally among all Owners of Lots, except as otherwise set forth herein. The Board of Directors shall cause a copy of such budget and notice of the amount of the Regular Assessment to be levied on each Lot for the coming year to be delivered at least fourteen (14) days prior to the beginning of the fiscal year to each Owner of a Lot. The Regular Assessment to be levied for the coming year against each Lot subject to Assessments shall be computed by dividing the budgeted Homeowner Association Common Expenses by the total number of Lots then subject to Assessment and reasonably anticipated to become subject to Assessment during the fiscal year.

9.5 Special Assessments. In addition to the Regular Assessments, the Board of Directors may levy, in any Assessment year, without the requirement of a Member vote, a Special Assessment. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners. Special Assessments pursuant to this Section shall be payable by Owners i.: such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Assessment year in which the Special Assessment is approved, if the Board so determines. ~~In no event shall Declarant ever have any liability to pay any Special Assessment, and Lots owned by Declarant shall never be assessed for the same.~~

Special Assessments may be levied by the Board in the following circumstances, among others:

(A a) Upon all Lots and the Owners thereof, upon Board action alone in cases of:

- (i) operating shortfalls,
- (ii) insurance coverage shortfalls,
- (iii) repairs and replacements not covered by reserves,
- (iv) casualties not covered by insurance,
- (v) necessary capital purchases not covered by capital funds, or,
- (vi) other emergencies.

(B b) Upon all Lots and the owners thereof, for desired capital improvements or additions to the Common Areas.

(C c) Upon one or a group of Owners, upon Board action alone, in such cases where

(i) only one or a group of Owners will benefit from the expenditure, or

(ii) where the Special Assessment is to compensate the Master Association or Homeowners' Association, or both, for costs incurred in self help or correcting violations or as otherwise provided in the Governing Documents.

Special assessments shall be paid in such installments or in a lump sum, as the Board may determine from time to time.

9.6 Individual Assessments. Any expense of the Homeowners' Association which is the obligation of an Owner or which is incurred by the Homeowners' Association on behalf of the Owner pursuant to the Homeowners' Documents, or any expense incurred by the Homeowners' Association for the care or maintenance of high-need or exotic vegetation on a Lot, shall be an Individual Assessment and shall become a lien against such Lot which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Individual Assessments shall be sent to the Owner subject to such Assessment.

(Note: Entire Section 9.7 is Deleted since it references the Declarant which is no longer relevant)

~~9.7 Declarant's Obligation for Assessments. Beginning on the date of the recordation hereof, and continuing until termination of the Class B Membership at Turnover, Declarant may, in its sole discretion, elect not to pay Regular Assessments on Lots it owns, but pay the difference, if any, between the amount of Regular Assessments payable by Owners other than Declarant and the actual Homeowners' Expenses. If Declarant determines not to pay the difference between the amount of Regular Assessments payable by Owners other than Declarant and the actual Homeowners' Expenses, then Declarant shall pay Regular Assessments as any other Owner.~~

~~Declarant's obligations hereunder may be satisfied in the form of a cash subsidy, or by "in kind" contributions of goods and/or services, or a combination of these. Homeowners' Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials, or a combination of services and materials, with Declarant or other entities for the payment of some portion of Homeowners' Expenses. The payment of any such subsidy or "in kind" contribution by Declarant shall under no circumstances obligate Declarant to continue payment of such, subsidy in future years, or obligate Declarant to pay any particular sum of such subsidy. In no event shall Declarant have any responsibility or obligation to fund any portion of reserve contributions, and Declarant's Lots shall never be assessed for the same.~~

9.7.8 Establishment of Lien. Any and all Assessments, together with interest at a rate not to exceed the less of (a) the highest rate allowed by applicable usury law, or (b) eighteen percent (18%) per annum, as computed from the date the delinquency first occurs, and such late charges as may be established by the Board of Directors and costs and reasonable attorneys' fees shall be a charge on the Lot, and shall be continuing lien upon the Lot, against which such Assessment is made. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any mortgage or record (meaning any recorded Mortgage with first priority over other mortgages) made in good faith, for value, and prior to the date of recordation of the notice of lien, with an

Institutional Mortgagee. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Homeowners' Association, acting on behalf of its Members, shall have the power to bid for the Lot, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Homeowners' Association following foreclosure; (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessments that would have been charged such Lot had it not been acquired by the Homeowners' Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

9.8-9 Reserve Budget. The Board of Directors may but is not obligated to annually prepare a reserve budget to take into account the number and nature of replaceable assets, owned, controlled or maintained by the Homeowners' Association, the expected life of each such asset, and the expected repair or replacement cost thereof. ~~In no event shall Declarant have any obligation to pay any monies for reserves, and Declarant's Lot shall never be assessed for the same.~~

9.9 10 Date of Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Lot on the day the initial Owner acquires title to the Lot ~~from the Declarant,~~ and continuing thereafter.

9.10 11 Statement of Status of Assessments. Upon ten (10) days' written notice to the Treasurer of the Homeowners' Association or the manager and payment of a processing fee set by the Homeowners' Association from time to time, not to exceed fifty dollars (\$50), any Owner or Institutional Mortgagee of a Lot may request confirmation from the Homeowners' Association setting forth:

(A) The amount of any unpaid Assessments (whether Regular, Special, or Individual), interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Lot;

(B) The amount of the current periodic installments of the Regular Assessment and the date through which they are paid; and

(C) Any other information deemed proper by the Homeowners' Association.

The information contained in such statement, when signed by an officer of the Homeowners' Association, shall be conclusive upon the Homeowners' Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Prior to the issuance of such a statement, the Homeowners' Association may request the name of any proposed transferee of the Lot and the scheduled closing date, so as to permit the records of the Homeowners' Association to accurately identify Members.

9.11 10 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

- (A) Common Areas; and
- (B) All property (if any) dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets and public parks, if any; and
- (C) All property owned, leased, managed, maintained and/or controlled by Master Association.

9.12 13 Assessments Levied by The Master Association and General Association. The Homeowners' Association shall collect assessments and other monies owed to the Master Association by its respective Owners. The Homeowners' Association shall remit this amount to the Master Association within ten (10) days of its receipt along with an accounting of the Owners who have made payments and the amounts thereof. ~~In the event any amount owed the Master Association is not timely paid to the Master Association, the Master Association shall have the right to enforce its rights against the Owner(s) whose payment is not received by the Master Association, or against the Homeowners' Association.~~ The Homeowners' Association shall have no right of set-off or diminution or abatement with respect to assessments collected on behalf of the Master Association.

9.13 14 Working Capital Contribution. The purchaser of each Residence, at the time of closing the conveyance from seller to purchaser, shall pay to the Homeowners' Association a working capital contribution in the amount equal to one quarterly assessment installment as determined by the annual Homeowners' Association budget, including reserves. ~~of \$500.00.~~ This contribution may be used by the Board for any purpose it deems necessary or appropriate, including the funding of the day-to-day operational expenses of the Homeowners' Association or the acquisition of additional equipment and/or services. Amounts paid into this fund are not Assessments and shall not be considered as an advance payment of Assessments, nor a reserve. The working capital contribution, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the purchaser of the residence and shall also be a charge against the Residence secured by a continuing lien upon the Residence. Said lien may be foreclosed in the same manner as provided herein for assessment liens. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Residence 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 of deed. It does not refer to a transfer of title resulting from foreclosure of a lien or mortgage, or death of the transferor, nor to transfer title to the transferor's spouse without changing occupancy, solely for estate planning or tax purposes.

9.14 15 Non-Waiver. No Owner may waive or otherwise exempt itself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of the Common Area, or by abandonment of the Lot. The obligation to pay

Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Homeowners' Association or Board to take some action or perform some function required or to be taken or performed by the Homeowners' Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Homeowners' Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(Note: The Entire Section 9.16 deleted as it refers to Declarant and is not relevant)

~~———— 9.16 ——— Indemnification. Subsequent to Turnover, the Homeowners' Association covenants and agrees that it shall indemnify, defend and hold harmless Declarant, and any related corporations, including, but not limited to, parent corporations and their employees, from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Common Area, or any other property controlled by the Homeowners' Association or other property serving the Homeowners' Association, or resulting or arising out of the operation of the Homeowners' Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Homeowners' Association, even if caused by Declarant's negligence, except for matters involving Declarant's own gross negligence. Such indemnification shall include, but not be limited to: (i) all costs, expenses, counsel fees (including, but not limited to, all investigative, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon, and (ii) costs, expenses, and attorney's fees which the Declarant may compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Homeowners' and/or the Owners, including the payment of Homeowners' Expenses. The costs and expense of fulfilling this covenant of indemnification shall be a Homeowners Expense.~~

NOTE: For Section 10, Use Restrictions, unless otherwise noted, these are directly from the New Strand Master Docs approved in April 2022. All changes, additions or deletions, are shown highlighted in yellow or deleted with ~~strikethrough~~.

The Section Numbers shown are from Current Single Family Homeowner Declarations for maintaining clarity with original documents and ease of review for the members. If the item is directly from the Master Documents, then that document's Section number is shown ~~deleted with strikethrough~~.

Areas or Sentences from the Current Single Family Homeowner Declarations or updates from our current Rules and Regulations which are specific to our community are shown **Highlighted in this color.**

10. USE RESTRICTIONS. The following rules and standards apply apply to all persons and shall be enforced by the Homeowners' Association and Master Association:

(Note: Per our definitions, the use of the word Property means all the Real Property within the Single Family HOA, while "Lot" means all land platted and lots improved for the construction of a residence. "Residence" is defined as the single family home. "Parcel" as defined by the New Master Documents seems to be similar to Lot and Residence. We have replaced all "Parcel" with "Lot" or "Residence" as applicable.

10.1 ~~8.1~~ **Residential Use Only.** Each ~~Residence-Parcel~~ shall be occupied by only one family and its temporary guests at any time. Each home shall be used as a living residence and for no other purpose. No time-sharing, commercial, trade or business may be conducted in or from any ~~Residence-Parcel~~, except that an owner or occupant residing in a Home may conduct business activities within the Home so long as; (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Property and all applicable laws and regulations; (iii) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of other residents of the Property; and (iv) the business activity is consistent with the residential character of the Lots ~~Property~~ and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade," as used in this provision, shall be constructed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of compensation, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (ii) a license is required therefore. Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this section.

~~10.2-8.29~~ **Partition.** No part of a ~~Lot Parcel, Common Area, or Neighborhood Common Area~~ may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each ~~Lot Parcel~~ shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations, and interests: created by law or by this Declaration, including the Owner's membership in the Homeowners' Association and the liability for all Assessments. No ~~Lot Parcel~~ may be subdivided into two (2) or more ~~Lots Parcel~~ and no ~~Lot Parcel~~ may be combined with one (1) or more additional ~~Lots Parcel~~ to form one (1) or more ~~Lots Parcel~~ without the written consent of the Homeowners' Association and Master Association Board of Directors and after full compliance with all zoning and subdivision regulations.

(This section 10.3 is from the **Current Single Family Homeowner Declarations** except as shown highlighted and was not included in the NEW Strand Master Docs)

10.3 Compliance with Insurance Requirements. It shall be the responsibility of the individual Owners, and at their expense, to **obtain and carry maintain fully enforced make-arrangements in regard to** hazard insurance on their own improvements, personal property and furnishings, and for public liability insurance covering their **Lot Parcel**. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to his **Parcel Lot** as such owner concludes to be desirable.

10.4 **8.9** Vehicles, Boats, Trailers, and other Equipment Restrictions. No substantial maintenance or mechanical repairs of vehicles or boats is permitted on any Property outside of garages except in an emergency. No boats, ATV's, swamp buggies, dune buggies, go carts, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles, or commercial vehicles shall be parked anywhere on the Property outside of garages for more than forty-eight (48) hours unless the vehicle is on the premises to provide services to an Owner.

As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes, including, but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements, or any type of lettering or graphic of a commercial nature, or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment, or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper, or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or **Lot Parcel**.

Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Property "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer, provided, however, this shall not include vehicles parked in an enclosed garage. A written notice describing the abandoned or inoperable vehicle and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle, and if such vehicle has not been removed within seventy-two (72) hours thereafter, The **Homeowners' Association and** Master Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged to the **Lot Property or Condominium Unit** Owner. "Oversized" vehicles, for purposes of this section, shall be vehicles which are too high to clear the entrance to a residential garage. No vehicle shall be parked anywhere but on paved areas intended for that purpose, garages, or as approved by **the Homeowners' Association and** Master Association for construction purposes. No parking on lawns shall be permitted. No more than

two automobiles may be parked in a driveway overnight without the written consent of the Homeowners' Association and Master Association. In no event shall vehicles be parked on a street overnight without the prior written consent of the Homeowners' Association and Master Association.

The Homeowners' Association and Master Association ~~are~~ authorized to tow or place a disabling "boot" on any vehicle violating this section, the Rules and Regulations, a law, or any other restriction contained in the Governing Documents if not corrected within a period of twenty-four (24) hours from the time of notice of violation. The cost of towing and/or booting shall be the obligation of the Owner of the vehicle.

(NOTE: The above highlighted in this color portion regarding 24 hours' notice is from our original documents and current rules and regulations.)

The prohibitions on parking of all vehicles contained above in this section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up, delivery, or other commercial services or the temporary parking of other vehicles: for the loading and unloading of materials or personnel. For purposes of this section, "temporary parking" shall be permitted between the hours of 7:00 AM and 6:00 PM, Monday through Friday, and 7:00 AM and 2:00 PM, Saturday, except as otherwise approved by the Homeowners' Association and Master Association.

Garage doors shall be kept closed at all times, except during the time needed to be left open to enter or leave the garage.

The Homeowners' Association Board of Directors does allow the parking of Commercial vehicles, boats and boat trailers in the Owners' garage. It does not allow the parking of such vehicles on any other portion of the Owners' Property.

10.5 ~~8.27~~ Trash. Trash, garbage, and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and protected from storms, animals and other disturbances. Containers must be stored in a location that is screened from view from neighboring Homes and interior roadways except when out for pick-up. Recycle bins and trash shall not be put on the curb for pick-up prior to 6:00 p.m. the night before the scheduled pick-up and shall be removed from the curb no later than 6:00 p.m., the day of pick-up.

(NOTE: The above highlighted in this color portion is from our current rules and regulations.)

(Note: The following sections 10.6 and 10.7 are from the Current Single Family Homeowner Declarations and are appropriate for the HOA – They are not included in the New Master Docs)

10.6 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provision of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations.

10.7 Annoying Lights, Sounds or Odor. No light, sound or odor shall be emitted from any Lot which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers mounted outside the lanai area, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted.

10.8 ~~8.15~~ Pools. No above ground pools shall be erected, constructed, or installed on any Lot Parcel.

10.9 ~~8.16~~ Walls, Fences, Hedges.

(A ~~a~~) No wall, fence, hedge, or other divider shall be constructed with a height of more than six (6) foot above the ground level of any adjoining Lot Property or Common Area, and no hedge or shrubbery abutting the Lot Property or Common

Area lines shall be permitted without the prior written approval of the Homeowners and Master Associations.

(B ~~b~~) No wall, fence, or hedge shall be constructed on any Lot Property or Common Area unless its height, length, type, design, composition, material, and location shall have first been approved in writing by the Homeowners' Association and Master Association. The height of any wall or fence shall be measured from the Lot Property elevations of adjoining developed Lot Property. Any dispute as to height, length, type, design, composition, or material shall be resolved by the Homeowners' Association and Master Association whose decision shall be final. Approval shall not be given for the construction of any wall, fence, or hedge which unreasonably obstructs the water view or golf course view of any residence. The decision regarding what is an unreasonable obstruction of such a view shall be made by the Homeowners' Association and Master Association, in their its sole discretion.

(C ~~c~~) No dog runs, animal pen or fences, including electric fences, for the containment of animals of any kind shall be permitted. No wall or fence shall be constructed on a Lot Property line or within any easement unless specifically approved by the Homeowners' Association and Master Association.

(D ~~d~~) A wall, fence or hedge shall only be constructed of materials and with a design and color as approved by the Homeowners' Association and Master Association.

10.10 ~~8.17~~ Playground and Basketball Equipment. No jungle gyms, swing sets, or other playground equipment, including, but not limited to, basketball hoops and backboards shall be permitted on any Lot Parcel without the express written consent of the Homeowners' Association and Master Association.

10.11 ~~8.24~~ Window Coverings. Window tinting as a method of energy conservation is permitted provided that the type and method of tinting is first approved by the Homeowners' Neighborhood Association. Reflective or foil window coverings are prohibited. No awnings, canopies, or shutters shall be permanently installed on the exterior of any building unless first approved by the Homeowners' Neighborhood Association.

10.12 ~~8.6~~ Nuisances. No Owner shall use his Lot Parcel, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, or which would not be consistent with the maintenance of the highest standards for a first-class residential community nor permit the Lot Parcel to be used in a disorderly or unlawful way. The use of each Lot Parcel shall be consistent with existing laws and the Governing Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation is permitted at any time within the community. The Homeowners' Association Master Board's determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

10.13 ~~8.3~~ Leasing. The Owner of a Lot Property shall have the right to lease such Residence-Lot Property subject to the terms hereof, and subject to the following conditions and the terms of any the Homeowners Neighborhood Association's rules and regulations:

(A) All leases shall be in writing **and an Owner may lease only his or her entire home;**

(B) No lease shall be for less than thirty (30) days, nor having a term of more than one (1) year, or permitted more than three (3) times per year;

(C) The lease shall be specifically subject to the Homeowners' Association and Master Associations' Governing Documents and any failure of the tenant to comply with the Homeowners' Association and Master Associations' Governing Documents shall be a default under the lease, and each lease shall be deemed to include, whether oral or written, and whether specifically expressed in such lease or not, that the Homeowners' Association and Master Associations' are is designated as the Owner's agent with the authority to terminate any lease and evict the tenants in the event of breach of these covenants; ~~and~~

(D) The Owner shall be liable for all losses and violation of the Homeowners' Association and Master Associations' Governing Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

(E) No Residence Lot or Condominium Unit shall be leased, used, or sold on a "timeshare basis".

NOTE: The following paragraphs (F, through H) are from the Current Single Family Homeowner Declarations except as shown highlighted and are not included in the NEW Strand Master Docs. They are appropriate for the SFHOA. Changes noted for clarity and are highlighted in this color)

(F) No **Residence-Lot** shall be leased without the prior written approval of the **Homeowners' Association** Board, which approval is subject to the Board's sole and absolute discretion. The Board shall adopt and publish a list of good cause reasons to disapprove a lease and is further authorized to create additional forms and procedure to process the approval of leases. After the receipt of a complete application to lease and all other required information and fees the Board shall have fifteen (15) days to approve or disapprove the lease and if it fails to do either within said time the lease shall be deemed automatically approved.

(G) The Association shall charge a fee for the review and approval or disapproval of each proposed lease at the discretion of the Board. The amount of the fee shall be up to the maximum amount allowed by law (**currently \$100.00**) and may be charged for each proposed occupant under the lease except that a husband and wife and their minor children may only be charged a single fee. No fee may be charged for the renewal of an existing lease for the same occupants.

(H) The Board may, by regulation, impose further restrictions upon the number of guests, frequency of visits and length of leases in the case of leased Lots. **Subleasing is not permitted.**

The **Homeowners' Association** Board **of Directors** may, with or without the approval of the Owner of the Lot, terminate any lease entered into ~~without the prior approval of the Board or~~ for violations of the governing documents and thereafter evict any tenant. In any action to remove a tenant the tenant and the Lot Owner shall be jointly and severally liable for all attorney's fees and costs incurred by the Homeowners' Association.

(I) Guest Occupancy during Lease Term. Guests may occupy leased homes when the lessee is also in residence. The total number of house guests in a leased home is limited to two (2) persons and their children if any. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to twice once during the lease term.

(J) Occupancy in Absence of Lessee. If a lessee absents him or herself from the home for any period of time during the lease term, his or her family authorized to occupy the home by Section 10.13 above who are already in residence may continue to occupy the home and may have house guests subject to all the restrictions in Sections 10.13. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the home.

(K) Assignment of Rent. In the event an Owner is in default in the payment of assessments or other monetary amounts due and owing to the Association and the Owner's Lot or Unit is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. Upon demand by the Association, the tenant shall pay said rent to the Association. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the monetary delinquency on the Owner's account for the leased Lot or Unit according to the priority established in Section 720.3085, Florida Statutes until the Owner's account is current. The rights contained herein are in addition to any rights granted by law.

10.14 ~~33~~ **8.2-Occupancy when Owner is not in Residence.** An Owner may occasionally allow family or friends, ~~or business associates~~ in reasonable numbers to temporarily occupy the **Residence Parcel** in his absence. This provision is not intended to allow any Owner to use his **Residence Parcel** as short-term transient accommodations for several individuals or families. The Owner is responsible for the conduct of his Guests.

10.15 **8.7-Signs:** No sign or advertisement of any kind, including, without limitation, those of realtors, contractors, and subcontractors. shall be erected on any **Lot Parcel** ~~or along Strand Boulevard or Ashford Lane~~ unless the same complies with the standards and guidelines established by the **Homeowners' Association and** Master Association and has been approved by the **Homeowners' Association and** Master Association. The Master Association has the right to restrict the size, color, lettering, height, material, and location of signs. The Master Association shall have the right to remove signs which fail to comply with standards set by the Master Association. Notwithstanding the foregoing, no more than two (2) "For Sale" or "Open House" signs may be used to market a **Lot Parcel** - one may be displayed at the end of the street, the other on the **Lot Parcel**, provided that said signs are used for the purpose of actively marketing the **Lot Parcel** for sale. Any such sign may not be larger than four (4) square feet.

No political signs or political flags of any type shall be permitted to be erected on any **Lot Parcel, on Strand Boulevard, Ashford Lane or in any neighborhood.**

(The Following two paragraphs are from the Current Single Family Homeowner Declarations and Rules and Regulations and added to Item 10.15 as they are appropriate for the HOA – They are not included in the Master Docs)

Home security signs are permitted on a **Lot Parcel**. Flagpoles are not permitted without the prior written consent of the Homeowner's Association Board of Directors.

Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air

Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag, in accordance with Florida Statutes 720.304 (2).

(The following section 10.16 is from the **Current Single Family Homeowner Declarations** and are appropriate for the HOA – They are not included in the Master Docs)

10.16 Wells, Laundry Lines and Commercial Offices: Private wells are strictly prohibited. No laundry lines, racks or poles shall be permitted on any Property except for those which are retractable, and which shall remain retracted except when in use. When used, all laundry lines, racks or poles shall be screened by structures and only used in the pool lanai area so as not to be readily seen by others. No Lot may be used for commercial office purposes.

10.17 ~~8.20~~ Antenna and Electronic Devices. No antenna, antenna poles, antenna masts, electronic devices, or antenna towers of any kind shall be placed or erected upon any Lot or Condominium Unit affixed in any manner to the exterior of any building other than a satellite antenna less than 24 inches ~~one meter~~ in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multi-channel, multi-point distribution service which may be installed only at a location on a Residence Lot or Condominium Unit and with appropriate screening approved by the Homeowners and Master Associations. ~~and any applicable Neighborhood Association.~~

In approving the installation and location of any antenna, the Homeowners and Master Associations shall comply with any applicable law, whether state or federal.

10.18 ~~8.5~~ Pets and Animals. Pets or Animals of a normal domesticated household type (such as cats or dogs) shall be limited to two per Lot Parcel. All Animals must be leashed at all times when outside the Home. Any Owner whose pet defecates on the Strand Property shall immediately clean up the pet's waste. Pets shall not be left unattended or leashed on: porches; Lanais; patios; Common Areas or Neighborhood Common Areas; outside; or in garages. The ability to keep animals is a privilege, not a right, and the Homeowner and Master Associations' Board is empowered to fine an Owner and/or order and enforce the removal of any animal that becomes a source of unreasonable annoyance or a danger to the health, safety, and welfare of other residents, in the sole and unfettered discretion of the Homeowners' Association and Master Associations' Board of Directors. No animals such as but not limited to: monkeys, rodents, amphibians, poultry, rabbits, ferrets, livestock, horses, cows, hogs, pigs, swine, goats, chickens, pigeons, ~~or other such animal;~~ fowl, ~~or reptile~~ or other such animals may be kept on the Property. No commercial breeding or boarding of animals of any type is permitted.

(NOTE: The following paragraph is from the Current Single Family Homeowner Declarations and is appropriate for the HOA – The paragraph is not included in the Master Docs- highlighted for clarity)

In the event that any pet shall, in the opinion of the Homeowner Association's Board of Directors, constitute a nuisance, the Owner shall remove said pet from the premises within two (2) days of the Board of Directors' notifying the Owner. Failure of an Owner to do so shall entitle the Homeowners' Association to obtain an order from a court of competent jurisdiction enforcing the decision of the Board of Directors. All costs incurred by the Homeowners' Association incident to all such actions, including reasonable attorney's fees, shall be recoverable against the offending Owner as an Individual Assessment or otherwise. Failure to abide by the restrictions may result in a fine being levied by the Homeowner's Association.

(This section 10.19 is from the Current Single Family Homeowner Declarations and is appropriate for the HOA – This Section is not included in the Master Docs)

10. 19 Lakes/Canals/Drainage Areas. In connection with the use of any lake, canal or drainage area, the restrictions set forth in the Master Declaration shall apply.

10.20 ~~8.13~~ Landscaping; Sprinkler Systems. All areas not covered by structures, walkways, or paved parking facilities shall be maintained as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, rivers, canals, or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. The landscaping, including without limitation, the trees, shrubs, lawns, flowerbeds, walkways and ground elevations, shall be maintained by the Owner or the Homeowners' Association, ~~Neighborhood Association in which the Parcel is located~~, as applicable, in a well-groomed manner. Such grooming shall include, but not be limited to, regularly cutting, trimming, watering and fertilizing. Mulched areas must be regularly mulched. In the event that an Owner or the Homeowners' Association ~~Neighborhood Association~~ does not properly maintain any landscaped area, the Master Association may undertake such maintenance and charge the cost thereof back to Homeowners' Association ~~the responsible Neighborhood Association~~ and/or Owner.

Sprinkler systems located on Homeowner Association's ~~Neighborhood~~ Common Areas shall be the responsibility of the Homeowner Association ~~Neighborhood Association~~. No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of a Lot ~~Parcel~~ and no refuse pile, construction materials or unsightly objects shall be allowed to be placed or remain anywhere thereon. Vacant Lots and Homes for Sale shall be cleaned, mowed, and maintained in a well-kept condition at all times.

(This section 10.21 is from the **Current Single Family Homeowner Declarations** except as shown highlighted and is not included in the NEW Strand Master Docs)

10.21 Outdoor Equipment. All garbage and trash containers, ~~twenty (20) pound portable propane bottled gas tanks,~~ swimming pool equipment and housing, and sprinkler pumps, emergency generators, and other such outdoor equipment must be underground or adequate landscaping used as screening shall be installed around these facilities so that they shall not be readily visible from adjacent streets or Lots parcels and maintained by the Owner. The plans, location, and method of screening for any outdoor equipment shall be submitted to the Homeowners' Association Board of Directors for approval prior to installation. The decision of what constitutes adequate landscaping used as screening shall be made by the Homeowners' Association Board of Directors, whose decision shall be final.

10.22 ~~8.14~~ Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot Parcel. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any street.

10.23 ~~8.21~~ Solar Collectors. Solar collectors, solar heaters, photo electric cells and other installations on the roofs of structures, shall be permitted only at locations approved in writing by the Homeowners' and the Master Associations.

(This original section 10.24 from the **Current Single Family Homeowner Declarations** is deleted since it is already stated in section 10.16 and is references Declarant).

~~10.24 Clothes Drying Area. No outdoor clothes drying area shall be allowed unless the location of the same is approved in writing by the Declarant and shielded from view, approval may later be revoked by the Declarant.~~

~~10.24~~ ~~8.23~~ Outside Lighting. Except as initially installed, no spotlights, floodlights, or similar type high intensity lighting shall be placed or utilized upon any Lot Parcel which in any way will allow light to be reflected on any other Lot Parcel or the improvements thereon without the written authorization of the Homeowners' Association Neighborhood Association. Other types of low intensity lighting which does not unreasonably disturb the Owners or other occupants of the Property are permitted.

(These two Sections, 10.26 and 10.27 are Deleted since Declarant reference and is no longer applicable and business use is covered in Section 10.1)

~~10.26 Declarant's Exculpation: Declarant may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to Owner or Homeowners' Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.~~

~~10.27 Business Use. No trade or business may be conducted in or from any Parcel, except that an Owner or occupant residing in a residence may conduct business activities within the residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Lot Property and all applicable county ordinances; (iii) the business activity does not involve persons coming onto the Lot Property who do not reside in the Lot Property or door-to-door solicitation of other residents of the Lot Property; and (iv) the business activity is consistent with the residential character of the Lot Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Lot Property, as may be determined in the sole discretion of the Board.~~

~~The terms "business" and "trade," as used in this provision shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is intended to or (ii) does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a parcel shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by Declarant or a builder or developer approved by Declarant with respect to its development and sale of the Lot Property or its use on any Parcels which Declarant or a builder or developer owns within the Lot Property, or to Lot Property designated by Declarant as a sales or other office. As to the latter area, Declarant or any purchase of such Lot Property shall have the right, subject to applicable governmental ordinances, to use same for office/professional business uses.~~

10.258 8.28 On-Site Fuel Storage. A reasonable quantity of gasoline (no more than 20 US gallons), propane (no larger than 20 lb. containers) or other fuels shall be permitted to be stored in an enclosed portion of the Property necessary to power portable generators, gas grills and other similar equipment. On-site underground storage tanks of heating fuel, specifically propane, stored in a tank which meets applicable governmental requirements shall be permitted. The on-site underground storage tank of heating fuel, as described in this section, may be connected and used for only the following equipment: swimming pool heater, outdoor cooking equipment, fireplaces, indoor cooking equipment, indoor clothes dryer, hot water heaters and emergency generators that are permanently installed on the Lot. No underground storage tanks shall exceed 500 gallons capacity. Multiple tanks are allowed, but total cannot exceed 500 gallons. No more than two on-site underground storage tanks shall be permitted. No outdoor above ground on-site fuel tank, oil tank, or bottled gas tank shall be permitted on any Lot.

(Note: the above highlighted sections in this color are from the SFHOA Rules and Regulations)

~~Such tank's size shall be in compliance with the regulations established and permitted by Collier County.~~

10.269 8.10 Golf Carts. Golf carts used in conjunction with golf course play and other activities shall only be operated on the golf course and designated golf cart paths within The Strand Property. All golf carts shall only be operated by persons with a valid motor vehicle driver's license. ~~All privately owned golf carts must be insured by their owner.~~

(This Section 10.30 is Deleted since Declarant reference and is no longer applicable)

~~10.30 Golf Nuisance. No person shall, during a golf and/or tennis tournament on any Country Club Property, engage in any activity whatsoever which shall interfere with the players performance during the tournament. Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on which shall interfere with the play of such tournament. Declarant shall have, in its sole discretion, the absolute right to temporarily suspend 81 a distraction any and all construction activity on the Property during tournaments. Declarant shall have no liability for any additional construction costs incurred by Owners or their contractors during such temporary suspension of construction.~~

(The Following are NEW Sections added to the Use Restrictions since they are Applicable to the SFHOA and are directly from the Strand Master Associations New Documents unless noted as highlighted in this color. The Section numbers used are replacing those deleted above)

10.27 8.8 Structures. Other than one single family home and related garage, no structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any **Lot Parcel** or the Common Areas at any time either temporarily or permanently without both the application for and approval of the **Homeowners and Master Associations'** Board of Directors,

10.28 8.11 Operation of Motor Vehicle on Common Area. Any person that does not have a valid, current driver's license is prohibited from operating any motor vehicle on the Common Areas.

10.29 8.22 Factory-Build or Existing Structures. No Structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected or placed on any **Parcel Lot**.

10.30 8.25 Gate Access Usage. Use of the automatic gate access system privilege is restricted to only those Owners who have properly received an access system for their vehicle(s). Unauthorized use of the automatic gate access system by an Owner who willfully allows an unauthorized vehicle to enter the **Strand** Property is strictly prohibited. Owners who violate this section will be subject to denial of use of the automatic gate system privilege for a period of time as determined by the **Strand Master Association** Board of Directors, but not to exceed thirty (30) days. In no event would an Owner or the Owner's guests, tenants, or invitees be denied access through the visitor's entrance to the **Strand** Property.

10.31 Speed Limit within the Association's Property. The speed limit for all vehicles on all The Single-Family Association streets is 20 MPH. A violation of the speed limit is a violation of the Homeowner's Association Rules and Regulations and may be enforced as such per Article **14 XII** of the Declarations **Bylaws**.

10.32 8.30 Hazardous Materials. Each Owner shall comply with all federal, state, and local statutes regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air, or other aspects of the natural environment (the "Environmental Laws").

Environmental Laws shall include, but not be limited to those laws regulating the use, generation, storage, or disposal of hazardous substances, wastes, and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, or permittees shall knowingly use, generate, manufacture, store, release, dispose of, or knowingly permit to exist in, on, under, or about his **Lot Parcel** any Hazardous Materials except in compliance with the Environmental Laws.

(NOTE: All the Following Sections 11-13, and 15-16 are direct from the **New Master Documents** issued in April 2022 unless otherwise noted. The Original Sections 11 is completely deleted as most of the sections refer to Declarant which are no longer relevant.

Changes shown highlighted to deleting Master and adding Homeowners' Association is to make document particular to the Homeowners' Association.

Areas or Sentences from the Current Single Family Homeowner Declarations or updates from our current Rules and Regulations which are specific to our community are shown **Highlighted in this color.**

11. AMENDMENTS. Except as otherwise provided herein or by law, this Declaration may be amended at any time by the affirmative vote of at least sixty-seven percent (67%) of the ~~voting~~ Voting interests to be cast by the ~~Members applicable Neighborhood Representative as described in Section 2.19 above~~ present in person or by proxy at a meeting of the ~~Members Neighborhood Representatives~~ at which a quorum is present; provided, however that at least a majority of the total Voting Interests must be present and voting, in person or by proxy, in order to conduct a vote under this Article 11. ~~No amendment affecting the Water Management System shall be of any force and effect unless the South Florida Water Management District consents to the same.~~ A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded and shall be executed by the President of the Association with the formalities of a deed. ~~The~~ The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

12. TERMINATION. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Homeowners' Master Association, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period that expires on the ninety-ninth (99th) anniversary of the date of recordation of this Declaration. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least three-fourths (3/4ths) of the votes cast at a duly held meeting of the Members Neighborhood Representatives vote in favor of terminating this Declaration at the end of its then current term. Written notice of any meeting at which such a proposal will be considered shall be given at least forty-five (45) days before the meeting. If the Members Neighborhood Representatives vote to terminate this Declaration, the President and Secretary of the Homeowners' Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Homeowners' Master Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. The certificate shall be recorded in the public records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

13. ENFORCEMENT: GENERAL PROVISIONS.

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

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

13.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Homeowners' Master Association rules, may be brought by any Owner, or the Homeowners' Master Association against:

- (A) the Homeowners' Master Association;
- (B) the Lot Owner;
- (C) anyone who occupies or is a tenant of guest of a Lot; or
- (D) any officer or Director of the Homeowners' Master Association who willfully and knowingly fails to comply with these provisions.

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

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

13.6 Notices. Any notice required to be sent to any member or Owner or Neighborhood Representative under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given; when mailed, with the proper postage affixed, delivered, or electronically transmitted to the last known address of the member or Owner or Neighborhood Representative appearing in the records of the Homeowners' Master Association; or to the address of the member or Owner's or Neighborhood Representative's home. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every Owner member to notify the Homeowners' Master Property Manager in writing of any change of address of their email address.

~~Any notice required to be sent to a Neighborhood Association under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, delivered, or electronically transmitted to the Registered Agent of the Neighborhood Association, as reflected in the records of the Division of Corporations.~~

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

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

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

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

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

13.12 Rule Against Perpetuities. In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose. The "Measuring life" shall be that of the incorporator of the Homeowners' Master Association.

14. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration, the following shall apply.

(NOTE: Inserted here from the Current Single Family Homeowner Declarations. Did not use Sections, 14.1 14.2, 14.3, 14.4, from the New Master Documents since they are not applicable to the Single Family Homeowners' Association.)

14.1 Fines, Suspension. The Board of Directors shall have the power to impose reasonable fines, at the maximum amount allowed by law (~~currently \$100~~) per day per violation, against any member or any tenant, quest, or invitee, and to suspend an Owner's right to use the Common Areas, and to preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from the Property for violation of any duty or restriction imposed under the Declaration, ~~or~~ the Bylaws, or Rules & Regulations; provided, however, nothing herein shall authorize the Homeowners' Association ~~or the~~ Board of Directors to limit an Owner's or occupant's ingress and egress to or from a Lot.

The fine levied will be on the basis of each violation or each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$2,000 per violation. In the event that any occupant of a Lot violates the Declaration, the Bylaws, or Rules & Regulations, and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Homeowners' Association. The failure of the Board of Directors to enforce any provision of the Declaration, the Bylaws, or Rules & Regulations shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

14.2 Notice. Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the accused with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, (c) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing, and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within fourteen (14) days of the notice.

14.3 Hearing. ~~If a Notice of the hearing is requested by~~ shall be provided to the Owner within the allotted fourteen (14) day period. The hearing shall be held before a committee of a least three members appointed by the Homeowners' Association Board of Directors 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. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, ~~if any, imposed.~~ The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Governing Documents by any person.

14.4 Additional Enforcement Rights. All violations must be cured, by the Owner or occupant responsible for the violation, to conform to the Declarations, the Bylaws, or Rules & Regulations within a reasonable time, set by the Board of Directors, following receipt of the notice of the violation. If any owner fails to perform his or her obligation to correct the violation to conform to the Declarations, the Bylaws, or Rules & Regulations, then the Association may perform the work to correct the violation and assess all cost associated with the work to the Owner.

Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration, ~~or these~~ Bylaws, or Rules & Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of traffic regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

(Note: The following two sections 14.5 and 14.6 are directly from the New Master Documents with changes noted highlighted)

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

14.6 Correction of Health and Safety Hazards. Any violations of the Homeowners' Master Association rules that create a condition on a parcel, Lot or Residence, that is deemed by the Board to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Homeowners' Master Association, and the cost thereof shall be charged to the Parcel Lot Owner.

(NOTE: This Section 15 is directly from the new Master Documents section 6 unless otherwise noted – deleted section numbers are from the Master Documents).

15 ~~6.~~ ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY, AND VALUE OF THE COMMUNITY. FOR THE SINGLE FAMILY HOMEOWNERS ASSOCIATION.

(A) ~~6.1~~ Architectural Review. The architectural review and control functions of the Homeowners' Master Association shall be administered and performed by the Homeowners' Strand Master Association Board.

(Note: This paragraph added per the SFHOA Rules and Regulations)

Alterations and modifications to any residence must be consistent with the original design of the residence, Single Family HOA Documents, Strand Master Association Documents, Strand PUD and all design standards and guidelines established by the Single Family HOA and the Strand Master Association.

(B) ~~6.2~~ Improvements Requiring Approval. No building, structure, Neighborhood signage, roof, enclosure or other improvement shall be erected or altered, nor shall any grading or excavation, driveway, change of exterior color, or other work, which in any way alters the exterior appearance of any structure, Lot parcel, Homeowners' Master Association Common Area or Neighborhood Common Area shall occur unless and until complete and accurate plans, specifications and location of same shall have been submitted to and approved in writing by the Homeowners' Association Master Board.

Notwithstanding the above, the Master Association's Board of Directors may limit its scope of review or delegate review to a Neighborhood Association as provided in Section 6.4 as the Master Board shall determine from time to time in its sole discretion without waiving any right to in the future require architectural review application and approval for any improvements or alterations described above.

The ~~Homeowners' Association-Master~~ Board shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approved from the standpoint of structural safety or conformance with building, health, or other codes.

The Board of Directors may create design review guidelines. Any such guidelines or modifications or amendments thereto shall be consistent with the provisions of this Declaration and may establish design review scope, standards, timetables and procedures, outlining the process by which each Owner ~~or Neighborhood Association~~ must have the plans and specifications for all alterations subject to **Article 15 6.**

Guidelines shall include, but shall not be limited to, specifications such as size, color, appearance, materials, location and shape of alterations subject to architectural review consideration. The guidelines shall take into consideration the workmanship, design and harmony of external design with existing structures, location in relation to surrounding structures, topography, finished grade elevation, and common architectural theme. The guidelines shall not be effective until adopted by a majority of the members of the Board of Directors.

The Board of Directors may require a complete set of plans and specifications for any improvement, structure of any kind, or any other work which is subject to approval as set forth above. The ~~Homeowners' Association-Master~~ Board may also require submission of samples of building materials proposed for use on or as part of any **Lot Parcel**, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement. The ~~Homeowners' Association-Strand-Master~~ Board of Directors shall have the power to engage the services of professionals for compensation for purposes of aiding the ~~Homeowners' Association-Master~~ Board in carrying out its functions, the cost of which shall be a charge against the Owner ~~Or Neighborhood Association~~ requesting approval. The ~~Homeowners' Association-Master~~ Board may adopt a procedure for inspecting approved changes during and after construction to ensure conformity with approved plans.

If it is determined by the ~~Homeowners' Association-Master~~ Board that the improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the ~~Homeowners' Association-Master~~ Board, the work shall be suspended until such time as the ~~Homeowners' Association-Master~~ Board authorizes the work to be recommenced. Notwithstanding anything to the contrary contained herein, if an Owner is delinquent in the payment of Assessments, fines or other Charges or has failed to correct a violation of these Governing Documents or the Rules and Regulations for which they have been given notice, the processing of an application for approval of the modification or improvement may be denied or withheld pending payment of the Assessments, fines or other Charges or correction of the violation.

The ~~Homeowners' Association-Master~~ Board shall have **thirty (30) forty five (45)** days after delivery of all required information, including complete and accurate plans and materials, to act by approving, denying or placing on hold any such plans, and if not acted upon within such

period, said plans shall be deemed approved. The Board may adopt reasonable Rules and Regulations concerning the timely and reasonable completion of various modifications and improvements based on the nature and scope of the modification or improvement. The failure of an Owner to timely complete any approved modification of improvement is a violation of the Governing Documents and the Homeowners' Master Association may enforce the violation as provided herein. All changes, alterations or modifications to approved plans must also be approved according to these same requirements,

(C) 6.3 Responsibility of Owner. The architectural review provisions of Article 15.6 are in addition to any application, review, or approval required by The Strand Master any Neighborhood Association, The Owner is responsible to ensure that the Owner receives all approvals necessary to commence an improvement subject to this Article and The Strand Master any Neighborhood Covenants.

~~6.4 Delegation of Design Review. The Master Association may, in its discretion delegate, permanently or temporarily, an or any portion of its design review obligations to a third party, including, without limitation, a Neighborhood Association.~~

(D) 6.5 Variances. The Board of Directors may authorize variances from compliance with any of the architectural provisions of this Declaration or any design review guidelines depending on circumstances such as topography, natural obstructions, hardship, aesthetic or the environment, which must be approved by at least two-thirds (2/3) of the Board of Directors. If such variances are granted, no violation of the covenants contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot Parcel, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

(E) 6.6 Violation. In the event an Owner or Neighborhood installs improvements or modifies the Owner's Lot Parcel or Homeowners' Association Neighborhood Common Area without obtaining approval as required in this Article, the Homeowners' Master Association shall have the right to fine the Owner up to the maximum amount permitted by law for each day of noncompliance, suspend amenity privileges, institute legal proceedings to enforce compliance, and/or may take any and all other steps necessary to remedy such violation, including, but not limited to, entering the Lot Parcel or Homeowners' Association Neighborhood Common Area and remedying the violation or removing any unapproved improvements with or without consent of the Owner or Neighborhood, but only after reasonable notice of the Homeowners' Master Association's intent to do so.

Any expense incurred by the Homeowners' Master Association, including any attorneys' fees or costs incurred to enforce this Section, shall be billed directly to the Owner of the Lot Parcel or Neighborhood to which such services are provided, and shall be a Charge against the Lot Owner Parcel or all Parcels within a Neighborhood in the event of a Neighborhood violation, secured by a lien against the Lot Parcels as provided herein.

(NOTE: All the Following areas are direct from the New Master Documents unless otherwise noted – section numbers changed to match **Current Single Family Homeowner Declarations for clarity**. Changes shown highlighted to Delete Master and add Homeowners' Association and/or include pertinent information)

16 15. DISCLAIMER OF LIABILITY OF HOMEOWNERS' MASTER ASSOCIATION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY R1JLES AND REGULATIONS OF THE HOMEOWNERS' MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE HOMEOWNERS' MASTER ASSOCIATION (COLLECTIVELY, THE "HOMEOWNERS' MASTER ASSOCIATION DOCUMENTS"), THE HOMEOWNERS' MASTER ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS. THE HOMEOWNERS' MASTER ASSOCIATION MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE SECURITY SERVICE AND ALL MEMBERS AGREE TO HOLD THE HOMEOWNERS' MASTER ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRJME OR OTHER ACT, NOR SHALL THE HOMEOWNERS' MASTER ASSOCIATION BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE STRAND.

16.1 15.1 IT IS THE EXPRESS INTENT OF THE HOMEOWNERS' MASTER ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE HOMEOWNERS' MASTER ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF.

16.2 15.2 THE **HOMEOWNERS' MASTER** ASSOCIATION IS NOT EMPOWERED AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND OR ANY OIDER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

16.3 15.3 ANY PROVISIONS OF' THE **HOMEOWNERS' MASTER** ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE **HOMEOWNERS' MASTER** ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

16.4 15.4 EACH OWNER AND EACH OWER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE **HOMEOWNERS' MASTER** ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE **HOMEOWNERS' MASTER** ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

16.5 15.5 AS USED HEREIN THE "**HOMEOWNERS' MASTER** ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE **HOMEOWNERS' MASTER** ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.