

NOTICE OF RECORDING
AMENDED AND RESTATED DECLARATION OF COVENANTS, ARTICLES OF
INCORPORATION, AND BYLAWS
OF
THE STRAND HOMEOWNERS' ASSOCIATION

THE UNDERSIGNED being the President and Secretary of The Strand Homeowners' Association, INC., a Florida non-profit corporation, do hereby certify that the attached Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Strand Single Family Community, Amended and Restated Articles of Incorporation of The Strand Homeowners' Association, Inc., and the Amended and Restated Bylaws of The Strand Homeowners' Association, Inc. originally recorded in Official Records at Book 2353, at Page 0464, *et seq.*, of the Public Records of Collier County, Florida, were duly approved, adopted and enacted by the affirmative vote of the required percentage of unit owners at a meeting called for that purpose at which a quorum was present held on the 28th day of March, 2024.

It is the intention of this Certificate of Recording to also serve as a preservation of the covenants, conditions and restrictions, as amended and/or supplemented from time to time, pursuant to Section 712.05(2)(b), Florida Statutes.

WITNESSES:

(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

THE STRAND HOMEOWNERS
ASSOCIATION, INC.

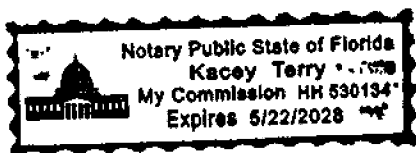
BY: _____

Mitchell Dario, President

Dated this 2nd day of July, 2024.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 2nd day of July, 2024 by Mitchell Dario as President of The Strand Homeowners' Association, Inc. Said person is personally known to me or has produced Driver's license as identification and did (did not) take an oath.



NOTARY PUBLIC:

STATE OF FLORIDA (SEAL)
My Commission Expires:

WITNESSES:

(Sign) *Christopher Dorrill*
(Print) Christopher Dorrill
(Sign) *Neil Dorrill*
(Print) Neil Dorrill

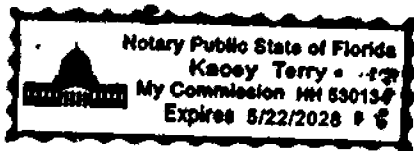
THE STRAND HOMEOWNERS'
ASSOCIATION, INC.

BY: *Sharon Dorrill*
Sharon Dorrill, Secretary

Dated this 2 day of July, 2024.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 2nd day of July, 2024 by Sharon Dorrill as Secretary of The Strand Homeowners' Association, Inc. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.



NOTARY PUBLIC:

Kasey Terry
STATE OF FLORIDA (SEAL)
My Commission Expires:

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

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

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS is made this 28th day of March, 2024.

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.

1.3 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 Strand, being recorded in the Public Records of Collier County, Florida at Official Record Book 6113, page 613, et seq.

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 Pelican 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 or any other ownership interest in the Property, or the lease, occupancy, or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all

provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. DEFINITIONS

2.1 "Amendment" shall mean a written amendment to this Declaration 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 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.

2.4 "Board of Directors" or "Board" shall mean and refer to the governing body of the 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 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 Strand community.

2.7 "County" shall mean Collier County, Florida.

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

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

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

2.11 "Homeowners' Association" shall mean and refer to 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 "Homeowners' Documents" shall mean any and all documents, instruments and agreements 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 "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 "Individual Assessment" shall mean an assessment levied in accordance with Section 9.6 of this Declaration.

2.15 "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) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Lot.

2.16 "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.

2.17 "Master Association" shall mean and refer to 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 The Strand (the "Master Declaration").

2.18 "Master Association Documents" shall mean any and all documents, instruments and agreements governing 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 "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 "Neighborhood" shall mean and refer to any detached single family home, attached townhouse, condominium., villa or other sub-area development located anywhere within The Strand.

2.21 "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 The Strand.

2.22 "Owners" shall mean and refer to the record Owner(s) of fee simple title in a Lot. 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.

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

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

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

2.28 "The Strand" shall mean the lands as more particularly described in the PUD, specifically defined in Ordinances 97-24, 97-75 and 02-15, including commercial, retail, residential properties and recreational and other attendant facilities.

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.

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' 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' Association include, but are not limited to, the maintenance, management, and operation of the Homeowners' Association's Common Areas. The Homeowners' 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.

3.2 Amendments. The Homeowners' Association, upon approval by the Members as defined shall have the right, 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.

4. LAND USE WITHIN THE PROPERTY AND COMMON AREAS

4.1 Land Use within the Property. In general, the Homeowners' Association may, in the Board's sole and absolute discretion, establish any use for the Property which is consistent 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 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.

5. MEMBERSHIP AND VOTING RIGHTS

5.1 Membership. Every Owner shall be 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.

5.2 Voting.

(A) Members shall be entitled to one (1) vote for each Lot owned by the respective Member.

(B) 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.

5.3 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. 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.

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 Area roadway 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.

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.

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 shall be deemed to have delegated all such rights to the lessee of the Residence. 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 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.

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

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

- (A) the right of the Homeowners' 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' Association to impose rules and regulations governing the use of the Common Areas; and
- (C) the right of the Homeowners' Association to a non-exclusive easement over, across, and through each Lot as necessary to meet the Homeowners' Master Association's maintenance responsibilities.

7.5 Additional Easements; Modification of Easements. Notwithstanding anything to the contrary contained herein, the Homeowners' 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' Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

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. 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.

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. 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 at least seventy-five percent (75) of the total votes eligible to be cast by the 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 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.

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

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

(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.

9.7 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 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.

9.9 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 and continuing thereafter.

9.10 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 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 Assessments Levied by The Master 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. 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 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. 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 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 nonuse 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.

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

10.1 Residential Use Only. Each Residence 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, 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 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 Partition. No part of a Lot may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each Lot 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 may be subdivided into two (2) or more Lots and no Lot may be combined with one (1) or more additional Lots to form one (1) or more Lots without the written consent of the Homeowners' Association and Master Association Board of Directors and after full compliance with all zoning and subdivision regulations.

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

10.4 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.

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 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.

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 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 pickup.

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 Pools. No above aground pools shall be erected, constructed, or installed on any Lot.

10.9 Walls, Hedges.

(A) No wall, hedge, or other divider shall be constructed with a height of more than six (6) foot above the ground level of any adjoining Lot or Common Area, and no hedge or shrubbery abutting the Lot or Common Area lines shall be permitted without the prior written approval of the Homeowners and Master Associations.

(B) No wall or hedge shall be constructed on any Lot 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 hedge shall be measured from the Lot elevations of adjoining developed Lot. 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 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 sole discretion.

(C) No dog runs, animal pen, including “electric fences”, for the containment of animals of any kind shall be permitted.

(D) No wall or hedge shall be constructed on a Lot line or within any easement unless specifically approved by the Homeowners’ Association and Master Association.

(E) A wall 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 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 without the express written consent of the Homeowners’ Association and Master Association.

10.11 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’ 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’ Association.

10.12 Nuisances. No Owner shall use his Lot, 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 to be used in a disorderly or unlawful way. The use of each Lot 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 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 Leasing. The Owner of a Lot shall have the right to lease such Residence subject to the terms hereof, and subject to the following conditions and the terms of the Homeowners 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 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;

(D) The Owner shall be liable for all losses and violations 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 shall be leased, used, or sold on a "timeshare basis".

(F) No Residence 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 procedures 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 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 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 Occupancy when Owner is not in Residence. An Owner may occasionally allow family or friends, in reasonable numbers to temporarily occupy the Residence in his absence. This provision is not intended to allow any Owner to use his Residence as short-term transient accommodations for several individuals or families. The Owner is responsible for the conduct of his Guests.

10.15 Signs: No sign or advertisement of any kind, including, without limitation, those of realtors, contractors, and subcontractors, shall be erected on any Lot unless the same complies with the standards and guidelines established 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 - one may be displayed at the end of the street, the other on the Lot, provided that said signs are used for the purpose of actively marketing the Lot 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.

Home security signs are permitted on a Lot. 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).

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 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 affixed in any manner to the exterior of any building other than a satellite antenna less than 24 inches 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 and with appropriate screening approved by the Homeowners and Master Associations.

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 Pets and Animals. Pets or Animals of a normal domesticated household type (such as cats or dogs) shall be limited to two per Lot. 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, fowl, reptile or other such animals may be kept on the Property. No commercial breeding or boarding of animals of any type is permitted.

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.

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 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, 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 does not properly maintain any landscaped area, the Master Association may undertake such maintenance and charge the cost thereof back to Homeowners' Association and/or Owner.

Sprinkler systems located on Homeowner Association's Common Areas shall be the responsibility of the Homeowner 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 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.

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

10.23 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.

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

10.25 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.

10.26 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.

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

10.28 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 Factory-Built 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 Lot.

10.30 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 of the Declarations.

10.32 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 any Hazardous Materials except in compliance with the Environmental Laws.

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 interests to be cast by the Members present in person or by proxy at a meeting of the Members 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.

A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of 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' 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 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 vote to terminate this Declaration, the President and Secretary of the Homeowners' Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Homeowners' 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' Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants, Failure of the Homeowners' 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' 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' 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' Association rules, may be brought by any Owner, or the Homeowners' Association against:

- (A) the Homeowners' Association;
- (B) the Lot Owner;
- (C) anyone who occupies or is a tenant or guest of a Lot; or

(D) any officer or Director of the Homeowners' 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' 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' 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 Owner 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 Owner appearing in the records of the Homeowners' Association; or to the address of the Owner'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 to notify the Homeowners' Property Manager in writing of any change of address of their email address.

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' 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' Association.

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

14.1 Fines, Suspension. The Board of Directors shall have the power to impose reasonable fines, at the maximum amount allowed by law per day per violation, against any member or any tenant, guest, 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 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. Notice of the hearing shall be provided to the Owner within the allotted fourteen (14) day period. The hearing shall be held before a committee of at least three members appointed by the Homeowners' Association Board of Directors 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. 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, the 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.

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' 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' Association, and the cost thereof shall be charged to the Lot Owner.

15. ARCHITECTURAL CONTROL FOR THE SINGLE FAMILY HOMEOWNERS ASSOCIATION.

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

(B) Improvements Requiring Approval. No building, structure, 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, Homeowners' Association 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 Board.

The Homeowners' Association 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 must have the plans and specifications for all alterations subject to Article 15.

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 Board may also require submission of samples of building materials proposed for use on or as part of any Lot, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement. The Homeowners' Association Board of Directors shall have the power to engage the services of professionals for compensation for purposes of aiding the Homeowners' Association Board in carrying out its functions, the cost of which shall be a charge against the Owner requesting approval. The Homeowners' Association 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 Board that the improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the Homeowners' Association Board, the work shall be suspended until such time as the Homeowners' Association 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 Board shall have thirty (30) 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' 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) Responsibility of Owner. The architectural review provisions of Article 15 are in addition to any application, review, or approval required by The Strand Master 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 Covenants.

(D) 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, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

(E) Violation. In the event an Owner installs improvements or modifies the Owner's Lot or Homeowners' Association Common Area without obtaining approval as required in this Article, the Homeowners' 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 or Homeowners' Association Common Area and remedying the violation or removing any unapproved improvements with or without consent of the Owner, but only after reasonable notice of the Homeowners' Association's intent to do so.

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

16. DISCLAIMER OF LIABILITY OF HOMEOWNERS' ASSOCIATION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE HOMEOWNERS' ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE HOMEOWNERS' ASSOCIATION (COLLECTIVELY, THE "HOMEOWNERS' ASSOCIATION DOCUMENTS"), THE HOMEOWNERS' 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' ASSOCIATION MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE SECURITY SERVICE AND ALL MEMBERS AGREE TO HOLD THE HOMEOWNERS' ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT, NOR SHALL THE HOMEOWNERS' ASSOCIATION BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE STRAND.

16.1 IT IS THE EXPRESS INTENT OF THE HOMEOWNERS' ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE HOMEOWNERS' 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 THE HOMEOWNERS' 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 OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES

16.3 ANY PROVISIONS OF THE HOMEOWNERS' 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' 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 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE

HOMEOWNERS' ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE HOMEOWNERS' ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

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

EXHIBIT "A"

All of Pelican Strand, Replate Unit 1-B, according to the plat thereof recorded in Plat Book 29, Pages 23 through 27, of the Public Records of Collier County, Florida.

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

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE STRAND HOMEOWNERS' ASSOCIATION, INC.

Pursuant to Section 617.1 007, Florida Statutes, these Articles of Incorporation of The Strand Homeowners' Association; Inc., a Florida corporation not for profit, which was originally incorporated under the name Pelican Strand Homeowners' Association, Inc. on March 10, 1997, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of The Strand Homeowners' Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is The Strand Homeowners' Association, Inc., sometimes hereinafter referred to as the "Homeowners' Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at as listed with the Florida Department of State Division of Corporations. unless otherwise changed by the Board.

ARTICLE III

PURPOSE AND POWERS: This Homeowners' Association will not permit pecuniary gain or profit nor distribution of its income to its Members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential homeowners' association which. subject to a Declaration of Covenants, Conditions, Restrictions and Easements originally recorded in the Public Records of Collier County. Florida) at O.R. Book 2353 at Page 0497 et seq., and as amended, has the powers described herein. The Homeowners' Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, Assessments, or liens pursuant to the terms of the Homeowners' Association's Declaration; to pay all expenses

in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including any license fees, taxes or governmental charges levied or imposed against the Property or the corporation;

(B) to adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Areas, the Lots and the operation of the Homeowners' Association, and to among other remedies, set and impose fines as may be necessary to enforce compliance with Rules and Regulations that are adopted by The Homeowners' Association Board of Directors and with the Covenants. Conditions, Restrictions, and Easements

(C) to sue and be sued, and to enforce the provisions of the Homeowners' Association's Declaration, the Articles, the Bylaws and the reasonable Rules of the Homeowners' Association;

(D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Homeowners' Association in connection therewith except such as are specifically required by the Homeowners' Declaration to be exercised by the Board or the membership of the Association;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency; authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests present and voting in person or by proxy at a duly called meeting of the Members.

(G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any of all of its real or personal property as security for money borrowed or debts incurred if first approved by Board;

(H) to maintain, repair, replace and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(J) to grant, rescind, modify or move easements.

(K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Homeowners' Association's Declaration as amended from time to time. All funds and the title to all property acquired by the Homeowners' Association shall be held for the benefit of the members in accordance with the provisions of the Homeowners' Association's Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in the Bylaws of the Homeowners' Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Homeowners' Association shall be perpetual. The Homeowners' Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Homeowners' Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Homeowners' Association.

ARTICLE VI

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

ARTICLE VII

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Homeowners' Association Board of Directors or upon a petition of twenty-five percent (25) of the voting interests as represented by the Members at any regular or specially called meeting of the Members and shall be submitted to a vote of the Members not later than the next annual meeting.

(B) Vote Required. Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles may be amended if the proposed amendment is approved by the affirmative vote of the Members representing at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at a duly called meeting of the Members; 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 Section (B).

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Homeowners' Association's Declaration for recording amendments to the Homeowners' Association's Declaration.

ARTICLE VIII DIRECTORS AND OFFICERS:

(A) The affairs of the Homeowners' Association will be administered by a Board consisting of not less than three (3) nor more than seven (7) number of Directors as set forth in the Bylaws.

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

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

ARTICLE IX INDEMNIFICATION

(A) Indemnity. The Homeowners' Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action. suit or proceeding, whether civil. Criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Homeowners' Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding; unless

(i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and

(ii) such court also determines specifically that indemnification should be denied. The termination of any action. suit, or proceeding by judgment, order, settlement, conviction, or upon a plea. of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Homeowners' Association, and with respect to any criminal action or proceeding; had reasonable cause to believe that his conduct was unlawful, it is the intent of the membership of the Homeowners' Association, by the adoption of this provision. to provide

the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

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

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

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

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

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

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

**AMENDED AND RESTATED BYLAWS OF
THE STRAND HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
IDENTITY**

SECTION 1. NAME. The name of the corporation is THE STRAND HOMEOWNERS' ASSOCIATION, INC. (the "Association").

SECTION 2. PRINCIPAL OFFICE. The principal office of the Association shall be at as listed with the Florida. Department of State Division of Corporations. unless otherwise changed by the Board.

SECTION 3. ADOPTION. These Bylaws have been adopted as the Bylaws of the Association.

SECTION 4. DEFINITIONS. Terms used in these Bylaws which are defined in the Declaration of Covenants, Conditions and Restrictions for THE Strand Homeowners Association (the "Declaration"), shall have the same meaning in these Bylaws as in the Declaration.

**ARTICLE II
POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE
THEREOF**

The Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these Bylaws or by law. The powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to adopt a corporate seal for the Association.
3. The power to levy and collect Assessments against Owners as provided for in the Declaration.
4. The power to expend monies collected for the purpose of paying the expenses of the Association.
5. The power to purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of Common Areas.

6. The power to employ the personnel required for the maintenance and operation of the Association and Common Areas.

7. The power to purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of Common Areas.

8. The power to pay utility bills for utilities serving the Common Areas.

9. The power to contract for the management of the Association and to delegate to its contractor as manager, such of its powers and duties as the Board may determine.

10. The power to make reasonable rules and regulations and to amend them from time to time.

11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the Declaration, and the rules and regulations promulgated by the Association.

12. The power to enforce by any legal means the provisions of the Strand Homeowners' Association Documents, including without limitation the architectural and use restrictions.

13. The power to control and regulate the use of the Common Areas by the Owners. The power to enter into a long-term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Common Areas, of any facilities on lease to the Association or otherwise provided for the Association Member's usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association as a Common Expense. The Contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing agent. Such fee shall be another of the management function costs to be borne by the Association as a Common Expense, unless the contract provides to the contrary.

ARTICLE III MEMBERSHIP AND VOTING

Membership and voting rights shall be as set forth in these Bylaws of The Strand Homeowners Association and as described in the Declaration and Articles of Incorporation.

ARTICLE IV MEMBERSHIP

SECTION 1. Every Owner, so long as they own Lots, shall be members of the Strand Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to Assessment by the Strand Homeowners' Association. Members' rights, powers, duties and privileges shall be as set forth in these Articles, the Bylaws adopted by the Association, and the Declaration.

SECTION 2. CHANGE OF MEMBERSHIP. A change of membership shall become effective after all the following events have occurred.

(1) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot in the Member.

(2) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(3) Designation, in writing, of a primary occupant; which is required when title to a Lot is held in the name of two (2) or more persons who are not a married couple, or by a trustee or a corporation or other entity which is not a natural person.

SECTION 3. TERMINATION OF MEMBERSHIP. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided for in Section 2. above. At that time, the membership of the prior owner shall be terminated automatically. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE V VOTING

SECTION 1. MEMBERS. Members shall be entitled to one (1) vote for each Lot owned by the respective Member.

SECTION 2. JOINT OWNERSHIP, CORPORATIONS. Voting rights may be exercised by a Member or the Member's spouse, subject to the provisions of the Declaration and the Bylaws. 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 Strand Homeowners' Association, in writing, prior to or during any meeting of the manner in which the vote for the Lot 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.

SECTION 3. PROXY VOTING. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the Member, specify the date, time and place of the meeting for which it is given. and must be delivered to the Association by the appointed time of the meeting or adjournment thereof. No proxy shall be valid which names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be Members.

ARTICLE VI MEETINGS OF THE MEMBERS

SECTION 1. DATE AND PLACE OF MEETINGS. Meetings of the Members shall be held on the date and at the place designated by the Board of Directors.

SECTION 2. ANNUAL MEETINGS OF THE MEMBERS. An annual meeting of the Members shall be held each year in January, February or March, at the election of the Board of Directors. At each annual meeting, the Members shall elect the Board of Directors of the Association and may conduct such other business as may properly be brought before the meeting.

SECTION 3. SPECIAL MEETINGS. The President of the Association may call special meetings of the Members to consider any matter which, pursuant to the Strand Documents of the Association, requires a vote of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a majority of the Board of Directors or, upon a petition signed by Members representing at least twenty-five percent (25) of the total votes in the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. ADVISORY MEETINGS. The President of the Association may call advisory meetings of the Members. Such meetings shall be for purposes of discussion only and no official vote of Members may be taken at any such advisory meeting, although straw polls may be solicited.

SECTION 5. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail, or email to those consenting to receive email notice. The member is responsible for providing the Association with any change of address. The notice must be personally delivered, mailed, or electronically transmitted to each Member, not more than fifty (50) nor less than fourteen (14) days before the date of such meeting, by or at the direction of the President or the Secretary. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association.

SECTION 6. QUORUM. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing thirty percent (30%) of the total votes in the Association shall constitute a quorum at all meetings of the Association.

SECTION 7. ADJOURNMENT OF MEETINGS. If any meeting of the Association cannot be held because a Quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 5.

SECTION 8. VOTE REQUIRED. When a quorum is present at any meeting, a majority of the vote represented by the Members represented at such meeting shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these Bylaws or any applicable law provides otherwise.

SECTION 9. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

SECTION 10. ACTION WITHOUT A MEETING. Any action which may be taken at a meeting of the Members may be taken without a meeting if written consent setting forth the action so taken is signed by all Members entitled to vote.

SECTION 12. BUDGET WORKSHOP. Each year in October, November, or December, the Board of Directors shall hold a budget workshop meeting which the Members may attend and comment on the next fiscal year's proposed budget. Each Member shall be provided a minimum of fourteen (14) days' notice of the budget workshop along with copies of the proposed budget. There shall be no requirement that a quorum of Members attend the budget workshop, and it shall not be necessary that Members vote to approve the budget.

ARTICLE VII ELECTION OF BOARD OF DIRECTORS

SECTION 1. NUMBER OF DIRECTORS. The governance and administration of the affairs of the Association shall be vested in a Board of Directors. The number of directors of the Association shall be not less than three (3) nor more than seven (7).

SECTION 2. ELECTION OF DIRECTORS. Directors elected by the Members shall serve for annual terms. At the expiration of the initial term of office of each elected Director, and at each annual meeting thereafter, a successor Director shall be elected to serve for a term of one (1) year. All elections shall be by written ballot (unless dispensed with by unanimous consent). No cumulative voting shall be allowed.

SECTION 3. QUALIFICATIONS FOR ELECTION. Each Director must be a Lot Owner or the spouse of a Lot Owner. In the case of a Lot owned by a corporation; any officer is eligible for election to the Board. If a Lot is owned by a limited liability company, any Manager is eligible to be a Director. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor or settler of the trust, or any one of the beneficial owners residing on the Lot is eligible to be elected to the Board.

SECTION 4. NOMINATION OF DIRECTORS. Each year, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which any eligible member of the Association may file as a candidate for the Board of Directors. The Board also may establish such other Rules and Regulations as it deems appropriate to conduct the nomination of Directors in a fair, efficient and cost-effective manner, including, but not limited to, the use of a nominations committee charged with soliciting and recommending a sufficient number of candidates for each position on the Board. Nominations shall not be permitted from the floor of the election meeting.

The Board is hereby authorized to adopt Rules and Regulations adopting the use of electronic or online voting consistent with Florida law in lieu of the above election procedures.

SECTION 5. REMOVAL OF DIRECTORS, RESIGNATIONS, AND VACANCIES. Any director elected by the Members may be removed, with or without cause, by the majority vote of the total voting interest of the Association. Upon removal of a director, a successor shall be appointed by the remaining Directors, even if less than a quorum remains, to fill the vacancy for the remainder of the term of such director. A director may resign by providing written notice to the Board. In the event of the death, disability, removal, or resignation of a director, the members of the Board may appoint a successor to fill the vacancy for the remainder of the term of such Director.

SECTION 6. COMPENSATION. No Director shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

SECTION 7. FIDUCIARY DUTY. Each member of the Board and each officer of the Association have a fiduciary relationship with the Members of the Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the Association and its Members.

This responsibility requires each member of the Board to act in good faith and in a manner he or she believes to be in the best interests of the Members of the Association. It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority. Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association.

The fact that the Association is a corporation not for profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires.

ARTICLE VIII MEETINGS OF BOARD OF DIRECTORS

SECTION 1. ORGANIZATIONAL MEETING. The organizational meeting of the Board of Directors shall be held within ten (10) days after the annual meeting of the Members at such time and place as shall be fixed by the Board of Directors. The organization meeting may be held immediately after the adjournment of the Annual Meeting.

SECTION 2. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) regular meetings shall be held during each fiscal year, provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of any meeting, other than an annual meeting, shall be communicated to the directors not less than fourteen (14) days prior to the meeting.

SECTION 3. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to-be considered. The notice shall be given to each Director by personal delivery, first class mail or telephone at least fourteen (14) days prior to the date of the meeting, unless the special business is of a nature which,

in the President's discretion, requires more immediate action, and then a minimum of forty-eight (48) hours-notice shall be deemed sufficient.

SECTION 4. WAIVER OF NOTICE. Any action taken at a meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as when taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

SECTION 5. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 6. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

SECTION 7. OPEN MEETINGS. All meetings of the Board shall be open to all Members, but no Members other than directors may participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director and granted by the President. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, when such action is necessary in the reasonable judgment of the President.

SECTION 8. TELEPHONE MEETINGS. Any regular or special meeting of the Board of Directors may be held by telephone or video conference, at which each participating director can hear and be heard by all other participating directors.

SECTION 9. ACTION WITHOUT A MEETING. Any action to be taken at a meeting of the directors or any action that may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as an unanimous vote.

SECTION 10 MINUTES. Minutes of all meetings of the Board shall be kept in a businesslike manner, available for inspection by Members or their authorized representatives at all reasonable times.

SECTION 11 THE PRESIDING OFFICER. The President of the Association, or in his or her absence, the Vice- President, is the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.

SECTION 12 NOTICE TO OWNERS. Meetings of the Board shall be open to Members except for meetings in regards to personnel discussions and meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a Parcel or Special Assessments are to be considered shall specifically contain a statement that rules or Special Assessments will be considered and the nature of the rule or Assessments and shall be mailed, delivered or electronically transmitted and posted at least fourteen (14) days in advance.

SECTION 13 EMERGENCY POWERS. The Board may exercise the emergency powers authorized by Sections 617.0207, 617.0303, and 720.316 Florida Statutes, as amended from time-to-time hereafter. Any action of the Board during such an emergency shall be presumed to be reasonable and in the best interest of the Association.

ARTICLE IX OFFICERS

SECTION 1. OFFICERS. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Vice-President, President and Secretary or President and Treasurer.

SECTION 2. ELECTION, TERM OF OFFICE AND VACANCIES. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 3. REMOVAL. Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board and the removal of a Director who also is an officer shall automatically act as a removal from such Director's position as an officer.

SECTION 4. RESIGNATION. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE X DUTIES OF OFFICERS

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as are from time to time specifically conferred or imposed by the Board of Directors.

SECTION 1. PRESIDENT. The President shall be the chief executive officer of the Association and shall:

- (a) Act as presiding officer at all meetings of the Members and the Board of Directors.
- (b) Call special meetings of the Members and the Board of Directors.
- (c) Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
- (d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.
- (e) Act as an ex-officio member of all committees and render an annual report at the annual meeting of the Members.

SECTION 2. VICE PRESIDENT. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the directors.

SECTION 3. SECRETARY. The Secretary shall have the following duties and responsibilities:

- (a) Attend all regular and special meetings of the Members and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done. The secretary shall provide copies of minutes of Members and Board meetings to the Members and Directors no later than sixty (60) days from the date of the meeting.
- (b) Have custody of the corporate seal, if any, and affix the same when necessary or required.
- (c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.
- (d) Have custody of the minute book of the meetings of the Board of Directors and the Members and act as agent for the transfer of the corporate books.

SECTION 4. TREASURER. The Treasurer shall:

- (a) Receive monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases and other important documents of the Association which he shall keep safely deposited.
- (b) Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association and deliver the books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law. He shall be the chairman of the Finance Committee, if any.

(c) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

SECTION 5. COMPENSATION OF OFFICERS. No compensation shall be paid to any Director for services as an officer of the Master Association. This provision does not preclude the Board from employing officers as employees of the Association but only in compliance with all conflict of interest laws.

ARTICLE XI COMMITTEES

SECTION 1. AD HOC COMMITTEES. The President, subject to the approval of the Board of Directors, may, from time to time, appoint such ad hoc committees, with such powers and composition as the President, with that approval of the Board of Directors shall determine.

SECTION 2. POWERS OF COMMITTEES. The several committees shall act only as committees and the individual members thereof shall have no power or authority to act on behalf of the Board or the Association.

Only committees assigned with the power to make final decisions regarding the expenditure of Association funds are required to hold meetings that are open to Members and notice and hold their meetings with the same formalities as required for Board meetings.

ARTICLE XIII FISCAL MANAGEMENT

SECTION 1. FISCAL YEAR. The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December.

SECTION 2. DEPOSITORIES. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association.

SECTION 3. EXPENSES. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 7 below.

SECTION 4. RESERVE ACCOUNTS. The Association may establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Areas.

SECTION 5. BUDGET. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year

and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices as set forth in Section 7 below.

SECTION 6. FIDELITY BONDS. To the extent available at a reasonable cost, the Association shall purchase blanket fidelity bonds for all directors, officers and employees of the Association and for any management agent who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds.

(a) Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.

(b) The premiums for bonds shall be paid by the Association.

(c) The fidelity bonds shall cover the maximum funds that will be in the custody of directors, officers or employees of the Association, or a management agent, at any time while the bonds are in force.

(d) Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be canceled or substantially modified for any reason.

SECTION 7. ACCOUNTS AND REPORTS. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by a Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;

(e) (e) any financial or other interest which a Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) at the end of the month, financial reports shall be prepared for the Association at least annually containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iii) a balance sheet as of the last day of the preceding period; and

(iv) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (an Assessment shall be considered delinquent fifteen [15] days after the date due unless otherwise determined by the Board of Directors); and

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be reviewed by a Certified Public Accountant selected by the Board of Directors, unless such review is waived by a majority of the Members present at the Annual Member meeting.

SECTION 8. AGREEMENTS, CONTRACTS, DEEDS, LEASES, CHECKS, ETC. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other members of the Board or officers of the Association as may be designated by resolution of the Board of Directors.

SECTION 9. BOOKS AND RECORDS.

(a) Inspection by Owners and Mortgagees. The Declaration, Articles of Incorporation, Bylaws, membership register, books of account and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Owner or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as an Owner at the office of the Association. Such records shall include a record of receipts and expenditures and accounts for each Owner, which accounts shall designate the names and addresses of the Owners, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due.

Accounts of Owners shall only be available for inspection by the Board, the officers and the Owner or such Owner's Mortgagee, Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action. Books and records of the Association may be kept at the Association office at the Property or off-site at the office designated by the Board.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

SECTION 10. INSURANCE. The Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration to protect the interests of the Association and the Owners.

SECTION 11. NATURE OF ASSOCIATION. The Association is a not-for-profit corporation, and the income of the Association shall be used only for the purposes of the Association described in the Declaration, Articles of Association and the Bylaws. No part of the income shall be distributed to the Members, directors or officers of the Association.

ARTICLE XIV MISCELLANEOUS

SECTION 1. PARLIAMENTARY RULES. Robert's Rules of Order (then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

SECTION 2. CONSTRUCTION. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, these Bylaws, and/or the Rules and Regulations, the provisions of Florida law, the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations (in that order) shall prevail.

SECTION 3. VALIDITY. If any Bylaw or Rule or Regulation is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw or Rule or Regulation.

SECTION 4. NOTICES. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Site of the Owner or Member; or

(b) if to the Association, the Board of Directors, or the manager, at the principal office of the Association or the manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

SECTION 5. AMENDMENTS.

These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-seven percent (67%) of the Voting interests to be cast by the Members present in person or by proxy at a meeting of the Members 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 XIV. Any amendment to be effective must be recorded in the public records of Collier County, Florida.

If an Owner consents to any amendment to these Bylaws or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and to contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

SECTION 6. USE OF SINGULAR AND PLURAL AND GENDER. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

SECTION 7. CONFLICT. If any irreconcilable conflict should exist, or hereafter arise, with respect to. the interpretation of these Bylaws and the Declaration of Covenants, Conditions, Restrictions and Easements, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.