

Prepared by and returned to:

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CERTIFICATE OF RECORDATION
SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS
FOR
EAGLE LAKE ESTATES
SECOND AMENDED AND RESTATED
BY-LAWS
OF
EAGLE LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Second Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens For Eagle Lake Estates and the Second Amended and Restated By-Laws of Eagle Lake Estates Homeowners Association, Inc. were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 10th day of November 2011. The original Declaration of Covenants, Restrictions, Easements, Charges and Liens is recorded at O.R. Book 2301, at Page 3459 *et seq.*, of the Lee County Public Records. The Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens is recorded at O.R. Book 2380, at Page 3838 *et seq.*, of the Lee County Public Records. The property encompassed by the Declaration of Covenants, Restrictions, Easements, Charges and Liens is further described at Plat Book 49, Page 63, of the Lee County Public Records and Plat Book 57, Page 65, of the Lee County Public Records.

The Second Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens of Eagle Lake Estates is attached hereto. The Articles of Incorporation of Eagle Lake Estates Homeowners' Association, Inc. are incorporated by reference, and are attached as Exhibit "B" to the Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens, recorded at O.R. Book 2380, at Page 3838 *et seq.*, of the Lee County Public Records. The Second Amended and Restated Bylaws of Eagle Lake Estates Homeowners' Association, Inc. are attached as Exhibit "C".

WITNESSES:
(TWO)

Sabrina Scott

Signature
SABrina SCOTT
Printed Name

Sarah Schilke

Signature
Sarah Schilke
Printed Name

EAGLE LAKE ESTATES HOMEOWNERS
ASSOCIATION, INC.

BY Jacqueline Zyderveld

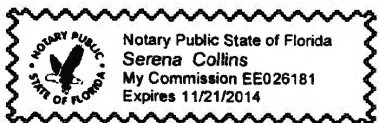
Jacqueline Zyderveld, President

Date: Dec 16, 2011

(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 16th day of December 2011, by Jacqueline Zyderveld as President of Eagle Lake Estates Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) Florida Driver's License as identification.



Serena Collins

Notary Public
Serena Collins
Printed Name

My commission expires: Nov. 21, 2014

ACTIVE: 3608527_1

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR
EAGLE LAKE ESTATES

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots, Eagle Lake Estates (the "Community") was created by a Declaration of Covenants, Restrictions, Easements, Charges and Liens for Eagle Lake Estates recorded on May 26, 1992, in Official Records Book 2301, Pages 3458, et seq., Lee County, Florida Public Records (the "Original Declaration") and subsequently amended and recorded on April 26, 1993 in Official Records Book 2380, Pages 3838, et seq., Lee County Florida Public Records.

The Community is further described in the plat of Eagle Lake Estates which is recorded in Plat Book 49, Page 63-70 and the Eagle Lake Estates Replat which is recorded in Plat Book 57, Page 65-67 both of the Public Records of Lee County, Florida.

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which shall be binding upon persons having any right, title, or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

The name of the Homeowners' Association created to operate the Community is the Eagle Lake Estates Homeowners' Association, Inc., hereinafter called the "Association".

ARTICLE I

DEFINITIONS

Section 1. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as Exhibit B, and By-Laws for the Association be adopted substantially in the form attached hereto as Exhibit C.

Section 2. "Association" shall mean and refer to EAGLE LAKE ESTATES HOMEOWNERS' ASSOCIATION, INC. a Florida not-for-profit corporation, its successors and assigns.

Section 3. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Owners and shall specifically include, without limitation, the surface water management system.

Section 4. "Director" shall mean any member of the Board of Directors of the Association, duly elected or appointed pursuant to Article IV of this Declaration.

Section 5. "Lot" shall mean the lots legally described as 68, 69 and 70 according to that certain plat of Eagle Lake Estates, as recorded in Plat Book 49, Pages 63-70, and the lots legally described as 1 through 76 (inclusive) according to that certain Plat recorded in Plat Book 57, Page 65-67, both of the Public Records of Lee County, Florida, upon which a Unit has been or is intended to be constricted.

Section 6. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Member" shall mean a person or entity holding a Membership Interest in the Association.

Section 8. "Membership Interest" shall mean membership in the Association appurtenant to ownership of any Lot as more fully set forth in Article III hereof, together with all rights and obligations of membership as more fully described in this Declaration.

Section 9. "Owner" shall mean and refer to any Lot Owner.

Section 10. "Plat" shall mean, collectively, the plat of Eagle Lake Estates recorded in Plat Book 49, Pages 63-70, and the Eagle Lake Estates Replat which is recorded in Plat Book 57, Page 65-67, both of the Public Records of Lee County, Florida.

Section 11. "Property" shall mean and refer to that certain real property described in Exhibit A which is attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Public Records" shall mean the public records of Lee County, Florida.

Section 13. "Unit" shall mean any single family dwelling for which a certificate of occupancy has been issued, and shall include the Lot upon which said dwelling is located.

ARTICLE II

OWNER'S RIGHTS, APPURTENANCES, EASEMENTS AND OBLIGATIONS

Section 1. Membership.

There shall pass with each Lot as an appurtenance thereto membership in the Association.

Section 2. Owner's Easement of Use.

Every Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend, for a reasonable period of time, the rights of an Owner to use Common Areas and facilities where the Owner has failed to (1) abide by the terms of the Governing Documents and duly adopted rules and regulations and/or (2) pay assessments or other charges when due. In the event of the suspension of use rights, an Owner shall not be entitled to any abatement or reduction in assessments due the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area 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 or transfer shall be effective without consent of two-thirds (2/3rds) of the voting members present or present by proxy at any annual or special meeting of the homeowners if at least thirty (30) days written notice to the membership is given.

(c) The right of the Association to adopt reasonable rules and regulations governing use and enjoyment of the Lots, Common Area and facilities.

(d) The right of the Association to grant permits, licenses, and easements over, upon, across and below the surface of the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

Section 3. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws of the Association (but subject to Rules and Regulations adopted from time to time by the Association), his or her right of enjoyment to the Common Area and any facilities thereon to the members of his or her family,

guests, invitees, licensees, tenants, officers (if applicable), and contract purchasers who reside in the Unit, but no Owner may transfer such rights separate and apart from his or her Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner of a Lot shall have a Membership Interest in the Association. Membership Interests shall be appurtenant to and may not be separated from ownership of any Lot. The Membership Interest appurtenant to each Lot shall automatically pass upon each sale, conveyance or transfer of said Lot. By acceptance of a deed or other instrument evidencing his or its ownership interest, each Owner accepts his Membership Interest in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family members, guests, invitees, tenants, employees, and independent contractors (including family members, guests and invitees of tenants) of said Owners shall, while in or on the Property, abide and be bound by this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 2. Voting Rights.

All Owners of Lots shall be Members of the Association and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall have a Membership Interest in the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Election of Directors.

(a) The affairs of the Association shall be managed by a Board of five (5) Directors. The directors are elected by the members of the association.

(b) Any member of the Board of Directors may be recalled and removed from office with or without cause by a majority vote of the total voting interest.

Section 2. Construction.

The voting provisions of this Article IV shall control over the voting provisions of Article III of this Declaration.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Purpose of Assessments.

The Association, through the Board of Directors shall, from time to time, levy assessments, both annual and special, against the Lots, to offset the Association's expenditures for promoting the recreation, health, safety, and welfare of the Owners; for the maintenance, repair, landscaping, replacement and reconstruction of the Common Areas, including any improvements constructed thereon and specifically including without limitation the surface water management system; for the payment of any real property or other taxes levied against the Common Area; and for such other activities or expenditures as the Association is required or permitted to undertake pursuant to this Declaration.

Section 2. Payment of Assessments.

The Original Declaration created and established, and each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, is deemed to covenant and agree to pay to the Association the following dues, fees, charges and assessments:

Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(a) Any special assessments for capital improvements, emergencies, or nonrecurring expenses; such assessments shall be in equal amounts against the Owners of each Lot.

(b) Assessments of any kind for the creation of reasonable reserves for the periodic maintenance, repair, landscaping, replacement and reconstruction of the Common Areas, including any improvements constructed thereon. Such assessments shall be in equal amounts against the Owners of each Lot.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs against any Owner.

Section 3. Creation of the Lien and Liability of the Owner.

The Original Declaration, for each Lot within the Property, covenanted, and each Owner by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 of this Article V, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. The lien shall be effective from and after recording a Claim of Lien in the Public Records, stating the description of the Lot, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or legal entity who was the Owner at the time when the assessment came due, as well as his or her heirs, legal representatives, successors and assigns. No Owner may exempt himself or herself or his or her Lot from personal liability for assessments duly levied by the Association, or release the Lot from the liens and charges hereof by waiver of the use and enjoyment of the Common Areas or the facilities thereon, or by abandonment of his or her Lot.

Section 4. Establishment of Assessments.

The Board of Directors of the Association shall approve and establish all assessments which shall be payable by the Owners in accordance with the following procedures:

(a) Annual assessments shall be established after the adoption of an operating budget for each fiscal year by the Board of Directors, and written notice of the amount thereof shall be given to each Owner not less than thirty (30) days prior to the commencement of such fiscal year. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be in one annual installment until otherwise directed. Annual assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair, landscaping, replacement and construction of improvements of the Common Areas, including any improvements constructed thereon.

(b) Special assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owners for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected Member at such time or times as shall be established by Board of Directors resolution, rule or regulation.

(d) The Association shall prepare a roster of the Owners and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon request, furnish any Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association.

(a) If any assessment is not paid within ten (10) days of the due date, interest shall be paid on the outstanding balance at the lower of eighteen percent (18%) per annum or the highest rate permitted by law. Such interest shall be compensation to the Association as liquidated damages for administrative expenses with respect to such collection and shall not be imposed as a penalty. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot against which the assessment was levied. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same.

(b) The Association may suspend, for a reasonable period of time, the rights of an Owner to use common areas and facilities and may levy reasonable fines not to exceed \$100.00 per violation, for failure to pay any assessment or other charges when due. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1000.00 in the aggregate unless otherwise provided in the governing documents. A fine shall not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

(c) If a regular annual assessment is not paid within ninety (90) days of the due date, the Association may suspend the voting rights of the Owner until such time as the assessment and all related charges have been paid.

Section 6. Subordination of the Lien of Mortgages.

As hereinabove provided in Section 3 of this Article V, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Lot, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Lot being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Lot; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage or deed in lieu of foreclosure, the acquirer of title or his or her successors and assigns, shall not be liable for assessments pertaining to the Lot or chargeable to the former Owner which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Owners (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the

purchaser or transferee of a Lot of liability for, nor the Lot from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Maintenance of Common Area.

Maintenance of the Common Area shall be the responsibility of the Association. The Association's responsibility hereunder shall include the repair and maintenance of all landscaping, trees, shrubs, grass, sprinkler heads, walks, drives, parking areas and other improvements situated within the Common Area, and shall specifically include, without limitation, the responsibility to operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District.

Section 2. Maintenance of Signage and Other Areas.

Without limitation of the foregoing, the Association shall also be responsible for maintaining the following areas: all signage relating to the identification of the Property, directional signage, and any directories and traffic signage; landscaping, if any, within areas designated as drainage easements; and landscaping within and adjacent to the entranceway to the Property, along the westerly perimeter of the Property adjacent, to and within the right-of-way for Eagle Ridge Drive, within the median right-of-way north of the main entrance to the Property and within the west 150 feet of Tract D, and such other areas as the Board of Directors may determine appropriate, but subject to any requirements or other limitations imposed by Lee County.

Section 3. Maintenance of Irrigation System.

The Association shall be responsible for the maintenance and repair of that portion of the irrigation system, wherever situated, serving the Common Area.

Section 4. Maintenance of Conservation Area.

The Association shall be responsible for the maintenance and preservation of the Conservation Area and the Conservation Area Buffer easement as described in Article VIII below.

Section 5. Permits, Licenses and Easements.

Subject to the provisions of Article X, Section 2, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Common Area, as so determined by the Board of Directors of the Association.

Section 6. Delegation.

Notwithstanding the above, the Association may contract with one or more independent contractors for the performance of any or all of the maintenance responsibilities described herein.

ARTICLE VII

MAINTENANCE OBLIGATION OF OWNERS

Section 1. Maintenance of Lots and Units.

Subject to the duties and obligations of the Association described in Article VI hereof, every Owner must keep and maintain his Lot and Unit, including, but not limited to, the dwelling(s) and all

other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair.

Each Owner shall be required to install a complete irrigation system. Each Owner shall be required to maintain and repair, in fully operational condition, that portion of the irrigation system serving only his Lot, including sprinkler heads, valves and time clocks. Lots shall be watered in accordance with state and local watering restrictions.

Section 2. Prohibition.

Each and every Owner is strictly prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board of Directors with the exception of the grass strip between the sidewalk and the road which will be maintained by the Owner of the adjacent lot.

Section 3. Mailboxes and Sidewalks.

Mailboxes will be replaced and repaired by the Association but it will be the Owner's responsibility to keep the mailbox clean and in good working order.

Sidewalks will be replaced and repaired by the Association but it will be the Owners' responsibility to keep the sidewalks clean in front of their Lot. No parking is allowed on any sidewalk. Damage resulting from parking on sidewalks by an Owner or an Owner's tenants, guests, or invitees will be the financial responsibility of the Owner.

ARTICLE VIII

CONSERVATION AREA AND DRAINAGE EASEMENTS

Section 1. Conservation Area.

The Conservation Area identified as Tract "C" on the Plat may in no way be altered from its natural state. Activities prohibited within the Conservation Area include, but are not limited to: construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Section 2. Conservation Area Buffer.

An easement to the Conservation Area Buffer as identified on the Plat, is hereby granted to Lee County. Activities prohibited within the Conservation Area Buffer easement include the construction or placing of buildings or other such structures on or above the ground, the construction or placement of fence or walls, the construction or placement of recreational amenities such as swimming pools, tennis courts, basketball courts, shuffle board courts, paved jogging tracks or any other such structure. Furthermore, the Conservation Area Buffer easement shall be denoted on the Plat and in the field by the placement of permanent reference markers on each lot line.

Section 3. Drainage Easements.

Notwithstanding anything to the contrary contained in this Declaration, no structure shall be commenced, erected or maintained upon any part of the Property designated either on the Plat or by the Association as a drainage easement or area ("Drainage Area"). Such Drainage Area may be used solely for drainage, signage and for landscaping purposes, as determined by the Association, which do not impede the flow of water in Drainage Areas.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee.

(a) The Architectural Control Committee shall consist of at least three (3) Members of the Association appointed by the Board of Directors and such other individuals as the Board of Directors may deem appropriate. Members of the Architectural Control Committee may be removed at any time, with or without cause, by the Board of Directors in its sole and absolute discretion.

(b) The Architectural Control Committee shall have the authority to adopt, amend and enforce Architectural Control Guidelines which specify criteria by which the Architectural Control Committee will approve or disapprove requests for construction or alteration of any Lot or structures located on the Lot, including but not limited to requirements relating to location, size, type, or appearance. The Guidelines may be based on aesthetics, harmony, balance and compatibility of the proposed improvements with then existing structures within the Property.

(c) All required approvals of the Architectural Control Committee must be in writing to be valid for purposes of this Declaration.

Section 2. Approval Necessary.

No improvement shall be constructed, or alteration be made to any improvement, upon any Lot, nor shall the exterior of such improvements be modified or altered without the prior written approval of the Architectural Control Committee. Without limiting the foregoing, no building, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on or adjacent to any Lot, nor shall the exterior of any Unit or other improvement (including any roof or other building material) be painted, altered or modified, nor shall any mail boxes be altered, changed or modified, nor shall any exterior changes be made, unless prior to the commencement of any work thereof such work or change is approved in writing by the Architectural Control Committee (as defined below). The foregoing prior approval is also intended to specifically apply to the painting of a Unit or any other maintenance or repair which changes the color or exterior appearance of a Unit or other improvement, and it is specifically intended that the Architectural Control Committee shall be empowered to approve or disapprove of the colors of the exteriors of all dwellings and other improvement constructed on the property at the time of any repainting or other resurfacing thereof.

Section 3. Approval of Architectural Control Committee.

To secure said approval, all final plans and specifications shall be submitted to the Architectural Control Committee indicating the desired improvements, modifications and/or alterations, which plans and specifications shall contain sufficient information and specificity so as to enable the Architectural Control Committee to understand and assess the Owner's request. However, it is the intention of this Declaration that the Units and Eagle Lake Estates shall reflect a certain architectural and aesthetic balance, consistency and uniformity. Accordingly, the Architectural Control Committee shall have the authority to approve or reject proposed improvements, alterations and modifications in its reasonable discretion, as deemed appropriate to achieve the goal of promoting an aesthetically unified and balanced community.

Section 4. Local Building Code.

This Article shall not be deemed to excuse any Owner from compliance with all local building and construction codes, ordinances and/or regulations and all improvements constructed shall conform to the requirements of such local codes, ordinances and regulations.

Section 5. Restoration in Event of Damage or Destruction.

In the event any Unit or other improvement on a Lot is damaged or destroyed, in whole or in part, the Owner of such property shall take action deemed necessary by the Architectural Control Committee to correct any unsightly or dangerous condition resulting from such damage or destruction. The Owner of the property so damaged or destroyed shall take corrective action to either restore or remove the conditions which work shall be completed within six (6) months after the date of the damage or destruction. The Owner shall undertake such corrective action as soon as is practicable in order to avoid an unsightly or dangerous condition. In the event the Owner of a Unit or other improvement on a Lot fails or refuses to take the required corrective action, as deemed appropriate by the Architectural Control Committee, the Association shall have the right, but not the obligation, to go upon the property and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner of the property, in which event, the Association shall have the right to place a lien on the Lot for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created under Article V of this Declaration.

Section 6. Non-Waiver of Future Approvals.

The approval of the Architectural Control Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Control Committee shall not be deemed to be or constitute a waiver of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

Section 7. Fill and Grade.

No fill shall be removed from any Lot nor shall the Owner of any Lot do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the Architectural Control Committee.

ARTICLE X

EASEMENTS

Section 1. Easements Generally.

(a) Easements are reserved throughout the Property as may be required for irrigation lines and to provide utility services (which shall include, but not be limited to, electricity, water, sewer, cable television and security systems), to adequately serve the Property, provided, however, that such easements through a Lot shall not interfere with the use thereof or construction of a dwelling thereon, unless otherwise approved in writing by the Owner thereof.

(b) Easements are created throughout the Property as may be necessary from time to time for the maintenance, repair or reconstruction of the Property. Without limitation of the foregoing, the Association is hereby granted an easement upon all such portions of the Property as may be necessary for such purposes provided, however, that such easements through a Lot shall not interfere with the use thereof or construction of a dwelling thereon, unless otherwise approved in writing by the Owner thereof.

(c) A nonexclusive easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Area, and for vehicular traffic over, through and across such portions of the Common Area as may from time to time be paved and intended for such purposes, but the same shall neither give nor create in any person the right to park upon any portions of the Common Area except those areas, if any, specifically designated for such purpose. The parking areas, private

roads and other Common Areas contained within the Property shall be used in common or exclusively by Owners, their family members, guests and lessees, but only for the purposes for which same are intended and as and to the extent provided in this Declaration.

(d) It is the intention of this Article X to create perpetual easements over and across the above-described areas to facilitate the flow of pedestrian and vehicular traffic on the Property, to provide reasonable access to Units and Lots and to the public ways and to provide adequate utilities to serve the Property.

Section 2. Easement for Encroachments.

The rights and duties of Owners with respect to encroachments over lot lines, easements for encroachments, footings, overhangs, drainage and maintenance shall be governed by the following:

(a) A non-exclusive easement of five (5) feet in width from one side Lot line, as designated by the Architectural Control Committee, is hereby created over, under, across and through each Lot in favor of the Owner of the adjacent Lot and in favor of the Association (the "Beneficiaries"), the limited-purpose of which easement shall be for maintenance or repair of the improvements constructed or to be constructed on or near the Lot line of the adjacent Lot Owner. The Beneficiaries, their employees and agents shall have the right, at all reasonable times, and after prior notice to the Owner of a Lot, to enter upon the easement area of a Lot in order to perform work relating to the maintenance or repair of a Unit constructed on the adjacent Lot; provided, however, that such entry shall not unreasonably interfere with the use and enjoyment of the Lot so entered upon by the Owner thereof, his lessees, family members and guests; and provided further that the Beneficiaries shall be responsible for any damage to the Lot or Unit, including, without limitation, any landscaping or other vegetation, caused by the entry of the Beneficiary, its employees or agents. Nothing shall be placed within the easement area which would block access to the easement area. The easements provided for herein are appurtenant to and shall pass with the title to each Lot, subject to the provisions of this Declaration.

(b) The Original Declaration specifically created and reserved unto the original Property Owner, and its successors and assigns, a nonexclusive easement, not to exceed three (3) feet in width, for roof overhangs, gutters, downspouts, drainage and footings along the boundary of each Lot for the encroachment of and/or drainage from any overhanging roof of a Unit constructed upon the adjacent Lot.

(c) The Original Declaration specifically created and reserved unto the original Property Owner, and its successors and assigns, a nonexclusive, perpetual easement for any minor encroachment on a Lot of a wall or fence constructed on the Lot line of an adjacent Lot. This easement shall be a continuous easement and shall cover similar future encroachments which may occur in connection with the changing of various elevation features or the replacement of existing features.

(d) If (i) any portion of the Common Area or improvements thereon encroaches upon any other portion of the Property; or (ii) any other portion of the Property, or improvements thereon, encroaches upon the Common Area; or (iii) any encroachment shall hereafter occur pertaining to the Property as the result of (1) settling or shifting of a Unit or other improvement; (2) any repair to the Common Area or any other portion of the Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same as long as such structure shall exist.

(e) If and whenever any structure included in the Common Area adjoins any structure on any portion of the Property, each said structure shall have and be subject to an easement of support as necessary in favor of the other structure.

Section 3. Utility Easements.

The Association reserves the exclusive right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable TV and/or CATV service and other similar purposes over, upon, across and below the surface of the Property so long as any said easements do not run over, upon, across or below that portion of a Lot on which a dwelling is to be or has been constructed unless approved in writing by the Owner thereof or interfere with the intended uses of any portion of the Property.

Section 4. Service Easement.

The Association hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Association to service the Property, and to such other persons as the Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area for the purposes of performing their authorized services and investigation.

ARTICLE XI

PROHIBITED USES

Section 1. No structures or improvements, including, without limitation, fences, walls or storage sheds, shall be constructed, erected or maintained upon any Lot or Unit without the approval of the Architectural Control Committee as more particularly set forth in Article IX hereof, and no Lot or Unit shall be used for any purpose that may constitute a nuisance or which use would be in violation of any applicable code, regulation or ordinance. No unit garages shall be enclosed or converted into a living or habitable area. No construction or conversion shall change the exterior of any garage so as to interfere with the use of it as a storage place for automobiles.

Section 2. No horses, hogs, pigs of any kind, cattle, cows, goats, sheep, poultry or other animals, shall be kept, raised or maintained; provided, however, that dogs, cats, birds and other household pets may be kept in reasonable numbers in a Unit if their presence causes no disturbance to others. All pets shall be kept on a leash when not within the Owner's Lot.

Section 3. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any portion of the Property.

Section 4. Trucks, vans (other than so-called mini-vans), commercial vehicles, boats, trailers, boat trailers, recreation vehicles, motor homes, motorcycles, golf carts, or any other transportable personal property shall not be permitted in the parking areas or drives without prior written consent of the Board of Directors of the Association and, if such consent is given, may be stored only in locations, if any, that may be designated for such purpose by the Board of Directors of the Association; provided, however, that all such vehicles or transportable personal property may be parked or place on a Lot if same is stored in the garage, with the garage door closed, overnight. All automobiles and any other vehicles must be fully operational. No repairs (except minor emergencies) shall be made on any portion of the Property.

(a) No vehicles are permitted to park on or otherwise obstruct the sidewalks at any time. No vehicles are permitted to park overnight on any lawn.

(b) All vehicles must be fully operational. No repairs (except minor emergencies) shall be made on any portion of the Property.

Section 5. Owners shall have the right to post no more than one (1) "for sale" or "for rent" sign, of acceptable size and appearance as established by the Board. No other signs, advertisements, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Owner on any part of the outside or inside of the premises or building without the prior written consent of the Association.

Section 6. No trade, business or any commercial use shall be conducted in or from any Unit.

Section 7. All Units shall be maintained in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All units shall be maintained in an esthetically pleasing condition.

(a) Each Owner shall be responsible for the overall appearance of such Owner's Lot and Unit and items thereon and therein, and additionally shall be responsible for all mowing, watering, weeding, trimming and general care of the landscaping on the Lot, including fertilization and treatment for insect infestations of lawns.

(b) The Owner shall provide lawn mowing, edging of the front street curb, driveway, and walkway areas, weed eating around plant beds, shrubs and trees and blowing down of front sidewalks and driveways.

Section 8. Each Owner shall regularly pick up all garbage, trash, refuse, or rubbish on the homeowner's lot. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Refuse containers should be stored out of sight. Trash and horticultural waste should not be placed at the curb until the evening prior to pickup and should be removed by the evening of trash pickup.

Section 9. No nuisance or any use or practice that is a source of annoyance to other Owners, or interferes with the peaceful possession and proper use of the Units by the residents thereof shall be allowed upon any Lot or Unit.

Section 10. No improper, offensive or unlawful use shall be made of any Lot or Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 11. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Lots subject to compliance with the following requirements:

(a) Permitted antennas include (collectively hereinafter referred to as "antennas"):

1) Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

2) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.

3) Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

(b) To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

(c) All antennas shall be painted to blend into the background against which is mounted for so long as the paint will not interfere with an acceptable quality signal. If the antenna is not mounted on a building, it must be made the color of the exterior walls of the residence on that lot. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

(d) To safeguard the safety of the Unit Owners, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members of the Community, it shall be the obligation of the Owner to comply with all applicable local, state, and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. A Unit Owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the property or to persons or other property.

Section 12. Each Unit is restricted to residential use by the Owner or Owners thereof, their lessees, family members, guests and invitees.

Section 13. No person shall use any Lot or Unit or any part thereof in any manner contrary to this Declaration. Each Owner shall exercise extreme care to regulate the use and occupancy of his Unit so as not to disturb other persons occupying Units within the Property and to minimize noises including but not limited to noises from the use of musical instruments, radios, television sets, amplifiers or other loudspeaker devices in said Unit.

Section 15. No individual water well, water supply system or sewer system shall be permitted on any Lot unless approved by the Architectural Control Committee.

Section 16. No Owner shall store, keep or dispose of any inflammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances (except those sold and required for normal household use or lawn maintenance purposes) in any Unit or storage area or elsewhere on the Property.

Section 17. No Owner shall install or maintain any aluminum foil or other reflective substance on any window or glass door except such as is approved by the Board of Directors for energy conservation purposes.

Section 18. No boating, swimming or wading shall be permitted in or on the lake situated within the Property.

Section 19. No Lot shall be partitioned or subdivided.

Section 20. Any statuary, fountains or other ornamental objects placed on the exterior of any home or lot shall be placed in landscape beds, not within grass areas, unless otherwise approved in writing by

the Architectural Control Committee.

Section 21. Temporary winter outdoor holiday lighting and displays will be allowed during the period of November 15th thru January 15th of each year so long as displays are in good taste and are maintained in a safe condition.

Section 22. No basketball hoops, trampolines, treehouses, children's playsets or other items shall be placed or erected on any lot without prior approval of the Architectural Control Committee.

ARTICLE XII

ENFORCEMENT OF PROVISIONS

(a) In the event of a violation (other than the nonpayment of an assessment) by an Owner, Owner's tenants, guests, or invitees, or both, of any of the provisions of this Declaration, the Articles or the By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to suspend, for a reasonable period of time, the rights of an Owner, Owner's tenants, guests, or invitees, or both, to use Common Areas and facilities and/or assess reasonable fines against an Owner, Owner's tenants, guests, or invitees, in the manner provided herein. Fines shall be collectible as any other assessment, so that the Association shall have a lien against each Lot and Unit for the purpose of enforcing and collecting such fines.

(b) The Board of Directors shall determine whether there is probable cause that any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, are being or have been violated by Members or their guests and lessees. In the event that the Board determines an instance of possible violation, the Board shall provide written notice of at least 14 days to the person sought to be fined or suspended, and to the Owner of the Lot or Unit if the alleged violator is not the Owner, of the alleged violation. The notice shall inform, the Owner of the opportunity to cure and provide an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director or employee.

(c) If the Owner, Owner's tenants, guests, or invitees requests a hearing before the committee, the committee shall consider the alleged violator's defense to the violations, and the committee shall determine whether there is sufficient evidence of the alleged violation. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(d) If the committee finds sufficient evidence of the alleged violation, the Association may levy a fine for each violation in an amount not to exceed Fifty and No/100 Dollars (\$50.00). Each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty and No/100 Dollars (\$50.00) for each offense. Any fines which are not paid when due, as determined by the Board, shall be delinquent, and the Board may assess reasonable late fees, interest at the highest rate permitted by law, reasonable administrative costs and attorneys' fees and costs incurred by the Association in connection with collection and/or appeal, if any, all of which shall be added to the amount of such fine.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of this Declaration, Articles of Incorporation, the By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

(f) Failure to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so

thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

ARTICLE XIII

INFORMATION TO LENDERS AND OWNERS

Section 1. Persons Entitled.

The Association shall make available to all Members, and to lenders, and to holders, insurers, or guarantors of any mortgage on any Lot, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning the Property and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Notices Provided.

Upon written request to the Association by a holder, insurer or guarantor of any mortgage of a Lot ("Lender"), which written notice shall identify the name and address of the Lender, the Lot number and address thereof, the Lender will be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects either a material portion of the Property, or the Lot or Unit securing its mortgage;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot or Unit subject to a mortgage held by the lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE XIV

INSURANCE

Section 1. Owners.

It shall be each Owner's responsibility, and shall in no event be deemed an obligation of the Association, to purchase and maintain policies of fire and other hazard coverage insurance on his Unit and all other insurable improvements situated upon his Lot, as well as all personal property, in an amount equal to the full replacement cost thereof or such other amount as determined by Owner, and such policies of liability insurance for accident or injury occurring on or about his Lot as he may deem appropriate.

Section 2. Association.

The Association shall purchase and maintain a policy of property insurance covering any improvements upon the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) any fixtures and building service equipment and common personal property and supplies, flood insurance (if the Property is located in a flood hazard area), liability insurance, fidelity bonds, and such other insurance as the Board of Directors deems necessary and reasonable. The amount of any such insurance coverage, limits of liability, deductible amount and other terms and conditions of any such insurance shall be determined by the Board of Directors.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Severability.

Invalidation of any one or more of the provisions of this Declaration shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Term of Declaration.

The provisions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated by recordation in the Public Records of an instrument signed by persons holding at least two-thirds (2/3) of the Membership Interests in the Association and by all holders of mortgages affecting any Lot.

Section 3. Amendments.

Except as elsewhere provided herein, this Declaration may be amended in the following manner:

(a) A proposed amendment may be proposed by the President of the Association, a majority of the Board, or by petition of twenty percent (20%) of the Voting Interests.

(b) The subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

(c) An amendment so proposed may be approved by two-thirds of the Voting Interests present and voting, in person or by proxy, at a duly convened meeting of the Association at which a quorum is present.

(d) An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Lee County.

(e) This declaration shall be deemed amended if necessary, so as to make the same consistent with the provisions of the Bylaws and the Articles of Incorporation. Whenever Chapter 617 or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in this declaration, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Members, may adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to chapters 607 and 617 of the Florida Statutes, or other statutes or administrative regulations regulating the operation of the Association.

Section 4. Notices.

Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement.

Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or 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 the land and to enforce any lien created by this Declaration. Failure by the Association or any Owner to enforce any provision herein contained for any period of time shall in no event be deemed a waiver or estoppels of the right to enforce same thereafter.

Section 6. Interpretation.

In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action.

All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Execution of Documents.

The development of the Property may require from time to time the execution of certain documents required by governmental agencies, including, without limitation, Lee County, Florida. To the extent that said documents require the joinder of Owners, the Association by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Association, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 9. Singular, 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.

EXHIBIT "A"

**SECOND AMENDED AND RESTATED
DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS
FOR
EAGLE LAKE ESTATES**

The following legal descriptions, surveys and site plans are incorporated by reference:

1. Legal Description recorded at O.R. Book 2301, Page 3480, of the Public Records of Lee County, Florida.
2. Surveys and site plans recorded at Plat Book 49, Pages 63 – 70, of the Public Records of Lee County, Florida.
3. Surveys and site plans recorded at Plat Book 57, Pages 65 – 67, of the Public Records of Lee County, Florida.

EXHIBIT "B"

**SECOND AMENDED AND RESTATED
DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS
FOR
EAGLE LAKE ESTATES**

The current Articles of Incorporation of Eagle Lake Estates Homeowners' Association, Inc. are an exhibit to the Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens which is recorded at O.R. Book 2380, Page 3838 *et seq.*, of the Public Records of Lee County, Florida. See O.R. Book 2380, Pages 3859 – 3871, of the Public Records of Lee County, Florida.

The Articles of Incorporation are hereby incorporated by referenced as Exhibit "B".

EXHIBIT "C"

TO

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS
EASEMENTS, CHARGES AND LIENS

BY LAWS

SECOND AMENDED AND RESTATED
BY-LAWS
of
EAGLE LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

GENERAL

Section A. Name. The name of the corporation shall be EAGLE LAKE ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association").

Section B. Principal Office. The principal office of the Association shall be at 6900 Daniels Pkwy Ste. 29-289 Fort Myers, Florida 33912 or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at a designated data storage facility.

Section C. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens (the "Declaration") of EAGLE LAKE ESTATES ("Eagle Lake Estates"), and, unless otherwise specified herein, all terms used herein shall be defined as set forth in the Declaration.

ARTICLE II.

DIRECTORS

Section A. Board of Directors.

1. The Board of Directors shall be composed of five (5) Directors. The directors are elected by the members of the association.
2. The election of Directors is held once a year at the annual membership meeting.
3. Any member of the Board of Directors may be recalled and removed from office with or without cause by a majority vote of the total voting interest.

Section B. Number and Term. The number of Directors which shall constitute the whole Board of Directors shall be five (5). In order to provide for a continuity of experience by establishing a system of staggered terms of office, at the first election after the adoption of these Bylaws, the number of Directors to be elected shall be five (5). The three (3) candidates receiving the highest number of votes shall each be elected for a term which expires at the annual election after the next annual election. The two (2) candidates receiving the next highest number of votes shall each be elected for a term which expires at the next annual election. If there are five or fewer candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term ends at the annual election at which his successor is to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the Members as described in Section C below, or in the case of a vacancy, as provided in Section D below. In any case where directors are elected for different terms, such as annual meetings where some directors are being elected for regular two-year terms, and other directors are being elected for one-year terms to fill a vacancy, those receiving the highest number of votes shall be elected to the longer terms. In the event that no balloting is held due to an insufficient number of candidates, the candidates may agree among themselves who shall serve the longer terms. In absence of the candidates' ability to agree, a run-off election shall be held. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by run-off election.

Section C. Election of Directors. The following procedures shall apply to the election of directors:

1. The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.
2. Any eligible person desiring to be a candidate may submit a self nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
3. The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
4. Nominations shall also be accepted from the floor on the date of the election.
5. The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
6. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

Section D. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section E. Removal. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote of persons owning a majority of the Membership Interests. A special meeting of the Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Owners giving notice of the meeting as required to for a meeting of Owners and the notice shall state the purpose of the meeting. All Directors, shall be Members of the Association and no Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. If any Director fails to pay any Assessment levied by the Board of Directors whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section F. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

1. To levy and collect regular and special Assessments.
2. To use and expend the Assessments collected to maintain, care for and preserve the Property, except those portions thereof which are required to be maintained, cared for and preserved by the Owners.
3. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

4. To collect delinquent Assessments by suit or otherwise, together with interest at the rate provided in the Declaration and all costs so incurred including but not limited to attorneys' fees, to abate nuisances and to enjoin or seek damages from the owners for violations of these By Laws, the Articles of Incorporation, the Declaration, and the Rules and Regulations promulgated by the Board of Directors.

5. To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.

6. Adopt and publish rules and regulations governing the use of Lots, Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish procedures for the imposition of penalties, including fines for the infraction thereof;

7. Suspend, for a reasonable period of time, the right of use of the Common Area of a Member and such Member's family, guests or invitees and levy reasonable fines, not to exceed \$100 per violation, after notice and hearing, for each infraction of published rules and regulations; Suspend, for a reasonable period of time, the right of use of the Common Area of a member and such Member's family, guests or invitees and levy reasonable fines, not to exceed \$100 per violation, for failure to pay any assessment or other charges when due. Suspend voting rights of a Member where the Member has failed to pay a regular annual assessment within ninety (90) days of the due date;

8. To contract for management of the Property and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership and to contract for service to be provided to the Owners.

9. To carry out the obligations of the Association under any easements, restrictions or covenants running with the land that are intended to provide enjoyment, recreation or other use or benefit to the Owners.

Section G. Emergency Board Powers. In the event of any "emergency" as defined below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2009), and Section 617.0303, as amended from time to time.

1. The board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

2. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

3. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

4. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

5. The Board may use reserve funds to meet Association needs.

6. Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability

for doing so, except in the case of willful misconduct.

7. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

8. For purposes of this Section only, an "emergency" exists only during a period of time that the home, or the immediate geographic area in which the home is located, is subject to:

- a) A state of emergency declared by local civil or law enforcement authorities;
- b) A hurricane warning;
- c) A partial or complete evacuation order;
- d) Federal or state "disaster area" status;
- e) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,
- f) An unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Owners, the Community, or Association Property.

Section H. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section I. Meetings.

- a) A meeting of the Board of Directors shall be held immediately upon adjournment of the annual membership meeting at which they were elected, provided a quorum of the Directors shall then be present, or as soon thereafter as may be practicable.
- b) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally or by mail, at least three (3) days before the date of such meeting.
- c) Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Property at least forty-eight (48) hours in advance of such meetings.
- d) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. A member of the Board may join by written concurrence in any specific action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

Section J. Order of Business. The order of business at all meetings of the Board shall be as follows:

- 1. Roll call.
- 2. Reading of minutes of the last meeting.
- 3. Consideration of communications.
- 4. Resignations and elections.
- 5. Reports of officers and employees.

6. Reports of committees.
7. Unfinished business.
8. Original resolutions and new business.
9. Adjournment.

Section K. Accounting Records. The Association shall maintain accounting records according to good accounting practices, consistently applied, which shall be open to inspection by all Members or their authorized representatives at a reasonable time. Financial Statements of the Association shall be supplied at least annually to all Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment, the due dates and amounts of the Assessments, the amounts paid upon the account and the balance due.

ARTICLE III

OFFICERS

Section A. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. The President, Secretary and Treasurer of the Association must, at all times be Resident Owners. (The term "Resident Owner" shall, for this purpose, mean an Owner who is a full time, and not seasonal, resident and who does not regularly reside in a second home outside of the community.) If the Board so determines, there may be one or more Vice-Presidents.

Section B. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section C. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section D. The President.

1. The President shall be, chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.
2. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.
3. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

4. He shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section E. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section F. The Secretary.

1. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection at any reasonable time, by all Members, or their authorized representatives, and by the Board of Directors. The minutes shall be retained for a period of not less than seven (7) years.

2. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

3. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By Laws.

4. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

5. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section G. The Treasurer.

1. The Treasurer shall cause the Association to keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

2. He shall disburse the funds of the Association as authorized by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

3. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

4. He shall prepare and deliver annual financial statements and, at such times as may be required by law or otherwise determined by the Board of Directors, shall arrange for audits or reviews of the Association's books by outside accountants.

Section H. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section I. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section J. Committees. The Board may appoint one or more executive or other committees whose duties and responsibilities shall be determined from time to time by the Board.

ARTICLE IV.

MEMBERSHIP

Section A. Membership. Each Owner (including a corporate owner) of a Lot within the Property shall be a Member of the Association and membership in the Association shall be limited to Owners of Lots within the Property.

Section B. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot.

Section C. Powers and Duties. The powers and duties of the Association shall include those set forth in the various provisions of the Declaration, the Articles of Incorporation and these By-Laws.

ARTICLE V.

MEETINGS OF MEMBERSHIP

Section A. Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

Section B. Annual Meeting.

1. Regular annual meetings of the Association membership shall be held during the first two weeks of every November.

2. At the annual meetings, subject to the provisions of Article II, Section 1, of these By-Laws, the Members, by majority vote (cumulative voting prohibited), shall elect a Board of Directors and transact such other business as may properly come before the meeting.

3. Written notice of the annual meeting shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A duly executed and acknowledged affidavit of an officer of the Association affirming that notices of the meeting were mailed or hand delivered, in accordance with this paragraph, shall be proof of such mailing, and shall be retained as part of the official records of the Association. A notice of such meeting shall be posted at a conspicuous place on the Property at least fourteen (14) days prior to the meeting.

Section C. Membership List. At least fourteen (14) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the mailing address of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

Section D. Special Meetings.

1. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of fifteen percent (15%) of the Members. Should the President fail to call such a special meeting, such members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

2. Written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each Member entitled to vote thereon at such address as appears on the books of the Association at least five (5) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Property at least five (5) days prior to the meeting.

3. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

4. When a quorum is present at any special meeting, two-thirds (2/3) of the votes cast in person or represented by written proxy or a majority of all members, whichever is less, shall decide any question properly brought before the meeting.

Section E. Quorum. Members owning 30% of the Membership Interests entitled to vote, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section F. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section G. Right to Vote.

1. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned.

2. If a Lot is owned by more than one (1) individual or by a corporation or other entity, said Owners, corporation or other entity shall file a certificate with the Secretary naming the person or persons authorized to cast said Lot vote any one of whom may vote at any meeting on behalf of the Lot. If the same is not on file prior to any meeting of the Members, then any one individual or any authorized officer may cast said Lot vote. Notwithstanding the above, if: (1) no certificate of designation is on file, and all Owners of a Lot are present, either in person

or by proxy, and cast their votes unanimously; or (2) all those designated in the certificate to vote on behalf of the Lot are present, either in person or by proxy, and cast their votes, unanimously, then said votes shall be counted and considered as one vote for each Lot so owned.

3. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. Each proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member.

Section H. Waiver and Consent.

Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section I. Order of Business.

The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of prior meeting.
4. Officers' reports.
5. Committee reports.
6. Elections.
7. Unfinished business.
8. New business.
9. Adjournment.

ARTICLE VI.

NOTICES

Section A. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section B. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. A waiver shall not dispense with or lessen the number of members required for a quorum.

Section C. Address. The address for notice to the Association is 6900 Daniels Pkwy Ste. 29-289 Fort Myers, Florida 33912.

ARTICLE VII.

FINANCES

Section A. Fiscal Year. The fiscal year shall be the calendar year.

Section B. Notes/Loans. All notes/loans of the Association shall be signed by any two (2) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section C. Determination of Assessments.

1. (1) The Board of Directors shall fix Assessments adequate to meet the common expenses of the Association. Common Expenses of the Association shall include expenses for the operation, maintenance, repair or replacement of the Common Areas, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses for promoting the recreation, health, safety and welfare of the Owners or otherwise designated as common expenses by the Declaration or from time to time by the Board of Directors.

(2) Funds for the payment of common expenses shall be assessed against owners in the proportions or percentages and in the manner provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(3) The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Areas within the Property.

(4) Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as provided for regular Assessments.

2. When the Board of Directors has determined the amount of any Assessment, excluding the monthly assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section D. Annual Budget.

1. A copy of the Association's proposed annual budget of common expenses shall be mailed to each Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Owners.

2. The Board of Directors may approve annual budgets without the necessity of Unit Owner approval so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

3. If the Board of Directors adopts a budget which requires assessments for the proposed fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the Owners to the Board of Directors, shall call a special meeting of the Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Owner. At the special meeting, Owners shall consider and enact a budget, the adoption of which shall require a vote of not less than a majority vote of all Owners. The Board of Directors may propose a budget to the Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Owners at the meeting or by a majority of all Owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Property shall be excluded from the computation.

4. Section E. Working Capital and Reserve Accounts.

1. The Board of Directors may from time to time establish, as part of the regular assessment or by special assessment, an operating capital fund which may be utilized for payment of common expenses of the Association in excess of the assessments collected from Owners on a monthly basis.

2. The Board of Directors may establish, as part of the annual budget, reserve accounts for capital expenditures and deferred maintenance for items including but not limited to, pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. However, the members of the Association may by a majority vote at a duly called meeting of the Association, elect for a fiscal year to provide no reserves or reserves less adequate than required by the above-stated formula.

3. The Board of Directors shall have the right to assess Owners to establish a reserve account for the future replacement of or additions to the Common Area and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section F. Limitation on Expenditures. Any single item of expenditure for the improvement of the Common Areas exceeding ten (10%) percent of the total annual budget of the Association shall require the specific approval of a majority of the Members whether or not adoption of the entire budget requires their approval pursuant to Section D of this Article VII, unless the improvement is needed as the result of an emergency.

Section G. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Directors. Notwithstanding the foregoing, sums collected for reserves shall be placed in a separate account from other funds of the Association. All assessments shall be applied as provided herein and in the Declaration.

Section H. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bond or bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or over which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, any management firm retained by the Association, shall determine, in its

sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VIII.

DEFAULT

Section A. Delinquent Payment. In the event an Owner does not pay any sum, charge or assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sum, charge or assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida. Assessments or installments thereof not paid within ten (10) days from the date due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum.

Section B. Violation. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. In the event such legal action is brought against an Owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys, fees and court costs.

Section C. Consent. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Owners to give to the Association such powers, and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Owners, and to preserve each Owner's right to enjoy his Lot or Unit free from unreasonable restraint and nuisance.

ARTICLE IX.

OBLIGATIONS OF MEMBERS

In addition to other obligations and duties set out in the Declaration, and subject to any other provisions set forth therein and in the Articles of Incorporation of the Association, these By-Laws and the Rules and Regulations adopted pursuant to these By-Laws, each member of the Association shall:

Section A. Unit Occupancy. Use or permit his Unit to be used exclusively for residential purposes by himself, approved lessees, family members and guests.

Section B. Assessments. Promptly pay any and all assessments levied against him by the Association.

Section C. Conformity with Declaration and Articles of Incorporation. Neither use nor permit the use of his Lot or Unit for any purpose, other than as permitted by the Declaration and in conformity with the Articles of Incorporation of the Association.

Section D. Conformity with By-Laws and Rules and Regulations. Conform to and abide by the By-Laws and Rules and Regulations of the Association which may be adopted in writing from time to time by the Board of Directors of the Association or its designee relative to the Lots, the Units, the Common Areas or the use thereof.

Section E. Compliance With Laws. Comply with all laws, orders, codes, and regulations of federal, state, county, municipal, and other governmental authorities relative to the operation or use of his Lot or Unit.

Section F. Nuisance. Neither use nor permit the use of his Unit, Lot or the Common Areas in any manner which will be disturbing or be a

nuisance to other Owners, or in any way be injurious to the reputation of Eagle Lake Estates.

ARTICLE X.

AMENDMENT

These Bylaws may be amended in the following manner:

Section A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting which a proposed amendment is to be considered.

Section B. Resolution. A proposed amendment may be proposed either by the president, the Board of Directors, or by not less than twenty percent (20%) of the voting interests of the Association.

Section C. Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by not less than a majority of the voting interests, present and voting in person or by proxy, at any annual or special meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains the text of the proposed amendment.

Section D. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Lee County.

ARTICLE XI.

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires. Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect. Wherever possible, these By-Laws shall be construed consistently with Florida law, the Declaration and the Articles of Incorporation. However, in the event of any conflict or inconsistency the provisions of Florida law, the Declaration and Articles of Incorporation shall govern and these By-Laws shall be given-effect to the extent not inconsistent therewith.