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CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $545.50

PREPARED BY:
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2030 MCGREGOR BLVD.
FORT MYERS, FL 33901

CERTIFICATE OF RECORDATION OF AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIDGEWATER BAY AND THE ARTICLES OF INCORPORATION AND BYLAWS OF BRIDGEWATER BAY PROPERTY OWNER'S ASSOCIATION, INC.

THE UNDERSIGNED being the President of BRIDGEWATER BAY PROPERTY OWNER'S ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached amendments to the Declaration of Covenants, Conditions, Restrictions and Easements for Bridgewater Bay originally recorded in O.R. Book 2690 Page 896 *et seq.* of the Public Records of Collier County, Florida, and the amendments to the Articles of Incorporation and Bylaws of Bridgewater Bay Property Owner's Association, Inc., were duly approved, adopted and ratified by sufficient votes of the Membership at a meeting called for that purpose at which a quorum was present held on the 2nd day of April, 2025. Dated this 10th day of April, 2025.

WITNESSES:

(Sign) _____

(Print) Alice Munoz

(Sign) _____

(Print) Michaeline Costello

BRIDGEWATER BAY PROPERTY OWNER'S ASSOCIATION, INC.

BY: _____
President of the Association
Lawrence P. Smith

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 10th day of April 2025 by Lawrence P. Smith as President of BRIDGEWATER BAY PROPERTY OWNER'S ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC: _____
STATE OF FLORIDA (SEAL)
My Commission Expires:

SHEILLA DUMEL
Commission # HH 406952
Expires June 5, 2027

AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIDGEWATER BAY

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIDGEWATER BAY (this "Declaration") is made by the BRIDGEWATER BAY PROPERTY OWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation ("Community Association").

RECITALS

KNOW ALL PERSONS BY THESE PRESENTS that on June 23, 2000, the original Declaration was recorded in Official Record Book 2690, at Page 0896 *et seq.*, of the Public Records of Collier County, Florida. The Declaration, as it has been amended, is hereby further amended.

The land subject to this Declaration (hereinafter the "Property") is more particularly described on Exhibit "A", attached hereto and made a part hereof.

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

APPLICABLITY OF LAWS AND STATUTES:

The laws and Statutes in effect on June 23, 2000 when the original Community Documents were recorded in the public record remain the laws and Statutes applicable to Bridgewater Bay and only where a specific reference in the Community Documents is made to a law or Statute as being "amended from time to time" will such amended law or Statute control. The intent of this provision is to make it clear that substantive, as opposed to purely procedural, amendments to laws or Statutes after June 23, 2000 **do not** apply to Bridgewater Bay unless 1. The law or Statute is expressly made retroactive upon adoption, 2. The law or Statute is purely procedural or 3. The Community Documents expressly incorporate the amended law or Statute.

1. RECITALS. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. DEFINITIONS. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

2.1. "A La Carte Programming" shall mean those video programming services offered on a per-channel or per-program basis.

2.2. "Articles" shall mean the Articles of Incorporation of the Community Association filed with the Florida Secretary of State in the form attached hereto as Exhibit "B" and made a part hereof, as amended from time to time.

2.3. "Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 15 hereof.

2.4. "Board" or "Board of Directors" shall mean the directors of the Community Association in office at the relevant time, elected or appointed in accordance with this Declaration, the Articles and By-Laws of the Community Association.

2.5. "Bridgewater Bay" shall mean all of there all property described on Exhibit "A " and shall include the Common Areas, each Home, each Parcel, platted lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

2.6. "Bylaws" shall mean the Bylaws of the Community Association in the form attached hereto as Exhibit C and made a part hereof, as amended from time to time.

2.7. "Clubhouse" shall mean the Bridgewater Bay Clubhouse as it exists from time to time.

2.8. "Clubhouse Facilities" shall mean the Clubhouse and all related and/or appurtenant facilities which may include, without limitation, gazebo, tennis courts, putting surface, children's area, spa, swimming pools, and a beach and picnic pavilion. The Clubhouse Facilities shall form part of the Common Areas and shall be accessible to all Members, and other persons as otherwise provided in this Declaration. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "CLUBHOUSE FACILITIES" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE THE COMMUNITY ASSOCIATION TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE CLUBHOUSE FACILITIES TO BE OWNED, LEASED BY OR DEDICATED TO COMMUNITY ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. NOTWITHSTANDING THE FOREGOING, THE COMMUNITY ASSOCIATION SHALL BE UNDER NO OBLIGATION TO MAINTAIN ANY FACILITY OR AMENITY CONTAINED WITHIN THE DEFINITION OF CLUBHOUSE FACILITIES AND MAY MATERIALLY ALTER AND OR SUBSTANTIALLY ADD, REMOVE OR CHANGE ANY CLUBHOUSE FACILITIES THE WHOLE SUBJECT TO APPROVAL OF (i) AT LEAST SIXTY-SIX AND 2/3 PERCENT (66 2/3%) OF THE BOARD AND (ii) A MAJORITY OF THE MEMBERS WHO ARE PRESENT AND VOTING ELECTRONICALLY OR IN PERSON OR BY PROXY AT ANY ANNUAL OR SPECIAL MEMBERS MEETING AT WHICH A QUORUM HAS BEEN ESTABLISHED PROVIDED THAT AT LEAST ONE HUNDRED AND SEVENTY FIVE (175) MEMBERS APPROVE.

2.9. "Common Area" shall mean all real property interests and personality within Bridgewater Bay designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Bridgewater Bay. The Common Areas may include, without limitation, a Surface Water Management

System, open space areas, internal buffers, wetland areas, cypress preserves, perimeter buffers, improvements, drainage ditches, mitigation areas, lakes, easement areas owned by others, additions, irrigation pumps, irrigation lines, sidewalk, streets (excluding those streets owned or to be owned by a Neighborhood Association, if any), street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entranceway, features, entrance gates, electronic gates, and landscaping within property owned by the Community Association. The Common Areas will include the private roads and the Clubhouse Facilities. The Common Areas will not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE THE COMMUNITY ASSOCIATION TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE COMMUNITY ASSOCIATION. NOTWITHSTANDING THE FOREGOING, THE COMMUNITY ASSOCIATION SHALL BE UNDER NO OBLIGATION MAINTAIN ANY FACILITY OR AMENITY CONTAINED WITHIN THE COMMON AREAS AND THE COMMUNITY ASSOCIATION MAY MATERIALLY ALTER AND/OR SUBSTANTIALLY ADD, REMOVE OR CHANGE ANY COMMON AREA, THE WHOLE SUBJECT TO THE APPROVAL OF AT LEAST SIXTY-SIX AND TWO-THIRDS PERCENT (66 2/3 %) OF THE BOARD.

2.10 "Community Association" shall mean the Bridgewater Bay Property Owner's Association, Inc., its successors and assigns. The administration and affairs of the Community Association shall be by the Board of Directors. All powers, duties and authority granted to the Community Association by the law or the Community Documents shall be exercised by the Board of Directors, subject to the approval or consent of the Members only when such is specifically required by the law or the Community Documents.

2.11. "Community Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Community Standards, as amended from time to time.

2.12. "Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established pursuant to Section 17.3 hereof.

2.13. "Owner" means the owner of a Home.

2.14. "Contractors" shall have the meaning set forth in Section 17.8.B. hereof.

2.15. "Data Transmission Services" shall mean enhanced services and defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

2.16. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements together with all amendments and modifications thereof.

2.17. "DOT" shall mean the Department of Transportation.

2.18. "Family" or "Single Family" means any one of the following:

A. One natural person. A natural person in intended to distinguish between an individual human being and an artificial entity such as a corporation, partnership or trust.

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

C. Two or more natural persons who commonly and regularly reside together as a single housekeeping and integrated economic unit but are not all related by blood, marriage or adoption to each of the others.

D. In instances where title to the Home is held in the name of two or more natural person not meeting the definition of a Single Family or an entity such as but not limited to a trust, corporation, partnership, or limited liability company then the Owner must name a Primary Occupant who must be a natural person. The Primary Occupant must be one of the record title owners if the title is held in the name of two or more natural persons not meeting the definition of a Family, an officer or director of a corporate owner, a managing member of a limited liability company owner, a partner of a partnership owner or a trustee or beneficiary of a trust owner. The Primary Occupant and his or her Family shall be the only permitted permanent occupants of the Home. The Primary Occupant shall be deemed the Owner for the purposes of exercising the rights of Members. The designation of the Primary Occupant may only be changed one (1) time per 365 day period. If the Owner fails to designate the Primary Occupant the Board of Directors shall do so and its decision shall be binding unless and until the Owner of the Home makes a designation that respects the terms of this subsection.

2.19. "Home" shall mean each residential home and appurtenances thereto constructed within Bridgewater Bay intended for occupancy by a Single Family. A Home shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, single family home, zero lot line home, patio home, or garden home. The term "Home" may not necessarily reflect the same division of property as reflected on a Plat. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home. For purposes of voting and assessment, and such other administrative matters as may be deemed appropriate by the Community Association, Homes shall be deemed to exist in the maximum number of potential Homes allowed to be constructed on a Parcel. Each Home shall only be occupied by a Single Family.

2.20. "Individual Assessments" shall have the meaning set forth in Section 15.3.E. hereof.

2.21. "Institutional Mortgagee" shall mean any lending institution holding a first mortgage covering a Home or Lot, including any of the following institutions:

A. Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

B. Any "secondary mortgage market institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

C. Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

D. Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon any portion of the Subject Property; or

E. Any life insurance company; or

F. The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

2.22 "Legal Fees" shall mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post judgment proceedings, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens; (iii) legal fees incurred by the Community Association as a result of being named as a party in a mortgage foreclosure or other action brought against an Owner, and shall also include court costs through and including all trial and appellate levels and post judgment proceedings.

2.23 "Member" shall mean each Owner.

2.24 "Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Bridgewater Bay. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, a gatehouse, roving attendants, wireless communication to Homes, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN BRIDGEWATER BAY OR ANY RESIDENTIAL SUBDIVISION CONTAINED THEREIN. COMMUNITY ASSOCIATION AND THE NEIGHBORHOOD ASSOCIATIONS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY COMMUNITY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT NEIGHBORHOOD ASSOCIATIONS, AND COMMUNITY ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. NEIGHBORHOOD ASSOCIATIONS AND COMMUNITY ASSOCIATION WILL NOT BE

RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

2.25. "Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes. By way of example, and not of limitation, the term "Multichannel Video Programming Service" may include cable television, satellite master antenna television, multi-point distribution systems, video or any combination thereof.

2.26. "Neighborhood" shall mean any subdivision of Bridgewater Bay which is subject to the jurisdiction of a Neighborhood Association. Each Home shall be part of a Neighborhood.

2.27. "Neighborhood Association" shall mean any homeowners or condominium association which governs a portion of Bridgewater Bay. A Neighborhood Association within Bridgewater may include two or more Neighborhoods, subject to the approval of the Community Association. A list of all of the current Neighborhood Associations is attached hereto as Exhibit D.

2.28. "Neighborhood Common Areas" shall mean all property owned and/or maintained by a Neighborhood Association, including, without limitation, the entrance features to each Neighborhood(s) located within property owned by Neighborhood Association(s) subject to approval by the Community Association.

2.29. "Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood including, without limitation, any condominium declaration.

2.30. "Operating Costs" shall mean all costs and expenses for which the Owners are liable to the Community Association respecting the Common Areas, including, without limitation, costs and expenses with respect to the Clubhouse Facilities. Operating Costs shall include, without limitation, all costs of ownership, operation and administration; all costs and expenses with respect to the surface water management system; management fees respecting any portion of the Common Areas, including without limitation the Clubhouse Facilities, service costs, supplies, and maintenance, repairs, replacements, refurbishment, and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by the Community Association, but shall not include the costs of replacing or improving the Common Areas or the improvements located thereon. By way of example, and not of limitation, Operating Costs shall include all of the Community Association's Legal Fees relating to or arising from the enforcement and/or interpretation of this Declaration.

2.31. "Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include an Institutional Mortgagee.

2.32. "Parcel" shall mean any portion of Bridgewater Bay upon which one or more Homes may be constructed.

2.33. "Permit" shall mean any permit issued by SFWMD, Collier County, DOT and/or any other governmental agency with respect to Bridgewater Bay.

2.34. "Plat" shall mean any plat of all or any portion of Bridgewater Bay filed in the Public Records, as the same may be amended from time to time.

2.35. "Public Records" shall mean the Public Records of Collier County, Florida.

2.36. "Quarterly Assessments" shall have the meaning set forth in Section 15.3.A. hereof.

2.37. "Reserves" shall have the meaning set forth in Section 15.3.D. hereof.

2.38. "Rules and Regulations" shall mean the Rules and Regulations governing Bridgewater Bay as adopted by the Board from time to time.

2.39. "Service Provider" shall mean any party contracting with the Community Association to provide Owners with one or more Telecommunication Services.

2.40. "SFWMD" shall mean the South Florida Water Management District.

2.41. "Subject Property" shall mean Bridgewater Bay as defined herein above.

2.42. "Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 15.3.B. hereof.

2.43. "Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)(5) or the Florida Statutes. All or portions of the Surface Water Management System may comprise part of the Common Areas.

2.44. "Telecommunication Services" shall mean local, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunication Services may include the provision of the following services: , Data transmission Services, Internet, Wi-Fi and A La Carte Programming.

2.45. "Telecommunication Systems" shall mean the transmission facilities required and/or used in order to provide Telecommunication Services. Without limiting the foregoing, Telecommunication Systems may include wires, fiber optic cables, conduits, electronic equipment, pipes, wireless cell sites, computers, modems, satellite dishes, and transmission facilities.

2.46. "Tenant" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within Bridgewater Bay.

2.47. "Use Fees" shall have the meaning set forth in Section 15.3.C. hereof.

2.48. "Working Fund" shall have the meaning set forth in Section 15.15 hereof.

3. Reserved for Future Use.

4. AMENDMENT.

4.1. General Restrictions on Amendments. Mortgagee consent is only required for amendments that adversely affect the priority of the mortgagee's lien or the mortgagees rights to foreclose its lien or that otherwise materially and adversely affect the rights and interests of the mortgagees. No amendment shall be effective until it is recorded in the Public Records.

4.2. Amendments . This Declaration may be amended with the approval of (i) at least sixty-six and 2/3 percent (66 2/3%) of the Board; and (ii) a majority of the Members who are present and voting electronically or in person or by proxy at any Annual or Special Members Meeting at which a quorum has been established provided that not less than 175 Members approve.

5. ANNEXATION AND WITHDRAWAL.

5.1. Annexation by the Community Association. Subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Community Association.

6. DISSOLUTION.

6.1. Generally. In the event of the dissolution of the Community Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Community Association and to manage the Common Areas in the place and stead of the Community Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Community Association.

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of the Community Association, Bridgewater Bay and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Community Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Community Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Bridgewater Bay which had been Common Areas, and/or Clubhouse Facilities, and continue to be so used for the common use and enjoyment of the Owners.

7. BINDING EFFECT AND COMMUNITY ASSOCIATION MEMBERSHIP.

7.1. Initial Term, Renewals, and Termination. The covenants, conditions, restrictions and easements in this Declaration shall run with and bind the property within Bridgewater Bay, and shall inure to the benefit of and be enforceable by Collier County, the Community Association, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Amended and Restated Declaration in the Public

Records. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below. This Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all classes of the Members of the Community Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Community Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Community Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the Public Records, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the certificate is recorded in the Public Records.

7.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's status as a Member of the Community Association. An Owner's rights and privileges under this Declaration and under such Owner's status as a Member of the Community Association are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration and by the status as a Member of the Community Association which is appurtenant to such Home. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer.

7.3. Membership in the Community Association. Upon acceptance of title to a Home, and as more fully provided in the Articles and Bylaws, each Owner shall be a Member of the Community Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Home.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Community Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Voting Interests. Voting interests in the Community Association are governed by the provisions of the Articles and Bylaws, as well as by the provisions and intent of this Declaration.

7.6. Document Recordation by Owners Prohibited. No Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of the Community Association or conflict with the provisions of this Declaration.

7.7. Conflicts. In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, the Bylaws or any of the Community Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

8. PARAMOUNT RIGHT OF COMMUNITY ASSOCIATION. Notwithstanding anything to the contrary herein the Community Association shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Bridgewater Bay for various public purposes or for the provision of Telecommunication Systems, or to make any portions of Bridgewater Bay part of the Common Areas. In addition, the Common Areas of Bridgewater Bay may include decorative improvements and berms. The Community Association may remove, modify, eliminate or replace these items from time to time in its sole discretion.

9. OPERATION OF COMMON AREAS.

9.1. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to the Community Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by the Community Association for the use and benefit of the owners of all property interests in Bridgewater Bay including, but not limited to, the Community Association and Owners. Notwithstanding the foregoing, only subject to the Community Association's right to grant easements and other interests as provided herein, the Community Association may not convey, abandon, alienate, or transfer all or a portion of the Common Area to a third party without (i) approval of (a) at least sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii)) a majority of the Members who are present and voting electronically or in person or by proxy at any Annual or Special Members Meeting at which a quorum has been established provided that not less than 175 Members approve..

9.2. Paved Common Area. Without limiting any other provision of this Declaration, the Community Association is responsible for the maintenance of all paved surfaces, cart paths, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

9.3. Delegation and Managers. The Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of the Community Association. Notwithstanding the foregoing, the Board may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Community Association specifically shall have the right to pay for management services on any basis approved by the Board

(including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that a Common Area is created by easement, the Community Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.4. Use.

A. General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members of the Community Association) entitled to use those portions of the Common Areas. The Community Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, families, groups, firms, or corporations, as it deems appropriate, on a fee for play or other basis.

B. Right to Allow Use. The Community Association may enter into easement agreements or other use or possession agreements whereby the Owners, Service Providers and/or the Community Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Community Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement shall require the approval of the majority of the Board of Directors.

C. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Community Association Documents. The Association may install traffic calming devices as deemed necessary and proper by the Board of Directors.

D. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Bridgewater Bay accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of the Bridgewater Bay (e.g., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) noise caused by users of Clubhouse Facilities, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by the removal or pruning of shrubbery or trees within Bridgewater Bay, and (f) design of any portion of the Bridgewater Bay. Each person entering onto any portion of Bridgewater Bay also expressly indemnifies and agrees to hold harmless the Community Association, and Neighborhood Associations and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas or proximity of any Home to the Clubhouse Facilities, including for Legal Fees. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool or area adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO,

ALLIGATORS. COMMUNITY ASSOCIATION, AND NEIGHBORHOOD ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER FAMILY MEMBERS, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

E. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Community Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature, whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof. Whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other water bodies within Bridgewater Bay by Owners, and their guests, Family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of the Community Association, or of any of the Indemnified Parties. Should any Owner bring suit against the Community Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including Legal Fees.

9.5. Rules and Regulations.

A. Generally. The Board of Directors shall have the right to adopt Rules and Regulations governing the use of the Common Areas, Homes and Bridgewater Bay. The Common Areas and Homes shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.6 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act or omission by any of them shall be construed or considered (a) a breach by the Community Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration, or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

10. MAINTENANCE BY COMMUNITY ASSOCIATION.

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Community Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon. Without limiting any other obligation of the Community Association, the Community Association is legally responsible for the repair of any landscaping, driveways, asphalt or other above ground facilities damaged during, the repair of any main or service breaks within the Common Areas.

10.2. Surface Water Management System.

A. Duty to Maintain. The Community Association acknowledges that the Surface Water Management System within the Common Areas is owned by Community Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System, in a manner which complies with any Permit respecting the same, if any, or any additional permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of the Community Association, and each Owner shall pay Assessments which shall include a pro rata share of such costs.

B. No Structures or Impediments. No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner or Neighborhood Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area including, but not limited to, lakes, ponds, swales, drainage ways, or areas intended for the accumulation of runoff waters, without the specific written permission of the Community Association , and, to the degree required, of all applicable governmental entities.

C. No Denial of Ingress/Egress. No Owner, Neighborhood Association or other person shall unreasonably deny or prevent ingress and egress to water management, lake and preserve areas for maintenance, repair, or landscaping purposes by the Community Association, or any appropriate governmental agency that may reasonably require ingress and egress. Rights of ingress and egress, and easements therefor, are hereby specifically reserved and created in favor of the Community Association, and any appropriate governmental or quasi-governmental agency that many reasonably require such ingress and egress.

D. No Filling Without Prior Approval. No Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts, nor shall any person fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Community Association, the SFWMD, and any other applicable governmental entities. No person may draw water for irrigation or other purposes from any lake, pond or other water management area without the permission of the Community Association.

E. Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preservation or conservation area or with words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes. Prospective Owners are hereby put on notice that land appurtenant to their Home(s) may contain or be adjacent to wetland preservation or mitigation areas, upland buffers, and/or other conservation areas, which are protected under conservation easements as provided in Section 11.2 herein below.

F. Amendments to Community Association Documents. The Community Association shall submit to SFWMD any proposed amendment to the Community Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas. SFWMD shall then inform the Community Association as to whether the amendment requires a modification of any Permit respecting the Surface Water Management System. If a modification of any Permit respecting the Surface Water Management System is necessary, SFWMD shall so advise the Community Association. Once the Community Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. The Community Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Community Association.

10.3. Irrigation. In the event the Common Areas are irrigated, the costs of such irrigation shall be Operating Costs.

10.4. Adjoining Areas. The Community Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to the Community Association. Under no circumstances shall the Community Association be responsible for maintaining any areas within fences or walls that form a part of a Home. Maintenance of driveways within the boundaries of the land appurtenant to a Home shall be the responsibility of the Owners in some Neighborhoods; however, the Community Association shall be responsible for repairing any driveway which must be removed in order to maintain the Surface Water Management System.

10.5. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Neighborhood Association, or persons utilizing the Common Areas, through or under an Owner or a Neighborhood Association, shall be borne solely by such Owner or Neighborhood Association, and, with respect to Owners, the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Community Association.

10.6. Right of Entry. The Community Association are granted a perpetual and irrevocable easement over, under and across Bridgewater Bay for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, the Community Association specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Community Association may construct, maintain, repair, alter, replace and/or remove any improvements; install landscaping; install utilities; and/or remove structures on any portion of Bridgewater Bay.

10.7. Maintenance of Property Owned by Others. The Community Association shall, if designated by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification features and/or other area or elements upon areas

which are within or outside of Bridgewater Bay and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Bridgewater Bay. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. Without limiting the foregoing, the Community Association shall maintain (including mowing and spraying for weeds), repair, and replace offsite drainage improvements as required by any documents between the Community Association and all applicable governmental entities, including without limitation the SFWMD.

10.8. Treated Effluent. The Community Association may negotiate an agreement with the Collier County Water Sewer District for the use of treated sewage or effluent within Bridgewater Bay for the purpose of irrigation. All Owners, by the act of purchasing a Home, are deemed to have irrevocably consented to irrigation of Common Areas and Parcels with treated effluent emanating from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. The cost of any treated effluent used by the Community Association, and all administrative, operational, maintenance and support costs related to it, are Operating Costs of the Community Association, and will be included in the budget of the Community Association.

11. USE RESTRICTIONS.

11.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of Bridgewater Bay complies with this Declaration, such dispute shall be decided by the Community Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.2. Conservation Areas. Certain portions of the Common Areas will be conservation areas subject to an easement in favor of the SFWMD.

A. The following activities are prohibited in or on the conservation areas:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a SFWMD approved maintenance plan;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner is to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain in is natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; or
7. Acts or uses detrimental to such aforementioned retention of land or water areas.

B. The Community Association hereby accepts the responsibility for perpetual maintenance of such conservation easements, including, without limitation, preserved, restored, and/or created wetland areas and/or upland buffer zones, and agrees to take action against Owners as may be reasonably necessary to enforce the condition of such conservation easement(s) and the conditions of all Permits. Prospective Owners are also hereby put on notice that Owners are and will be responsible for the perpetual maintenance of any signage required by Permits.

C. Prospective Owners are hereby put on notice that the Community Association is further responsible for mitigation/monitoring duties and costs and financial assurances, as are and may be required under all Permits.

11.3. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Single Family, guests, tenants and invitees.

11.4. Leases. This provision is applicable to any form of or agreement for occupancy of a Home in which the occupants have paid or will pay or anyone on their behalf has paid or will pay any form of consideration to any person or entity including but not limited to the Owner of the Home. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to the Community Association. No Home may be subject to more than six (6) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Community Documents. No lease term shall be less than thirty (30) continuous days. No Home may be offered or advertised for lease for a lease term of less than thirty (30) continuous days.

11.5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Bridgewater Bay. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Bridgewater Bay shall be the same as the responsibility for maintenance and repair of the property concerned.

11.6. Maintenance by Owners and Neighborhood Associations. All lawns, landscaping and sprinkler systems and any property, structures, improvements, fences, and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Bridgewater Bay. Stone, gravel, or paving may not be used as a substitute for grass in a lawn.

A. Common Area Enclosed by a Private Fence. If an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to the Community Association. Any such fence or wall requires the Community Association's prior written approval as provided in Section 11.42 hereof.

B. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.7. Drainage System. Once a drainage system or drainage facilities are installed, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the roots of a tree within the boundaries of a Home affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. The Community Association shall have no responsibility or liability for drainage problems of any type whatsoever.

11.8. Waterways and Irrigation.

A. No Owner whose Home adjoins a waterway may utilize the waterway to irrigate unless so provided as part of original construction. The Community Association may use waterways to irrigate Common Areas. Neighborhood Associations may also use waterways for irrigation, provided such use is in accordance with all applicable governmental regulations, and subject to the prior approval of the Community Association. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY THE COMMUNITY ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.

B. The Community Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times. The costs of maintenance and operation of all master pumps, the lines from such master pumps to Common Areas and related facilities shall be Operating Costs of the Community Association. The costs of maintenance and operation of all pumps which provide service to property within a Neighborhood Association or Neighborhoods, and of all lines running from such pumps into such Neighborhood or Neighborhoods, shall be the responsibility, on a pro rata basis, of the Neighborhood or Neighborhoods receiving service for such pump(s), and line(s), and related facilities.

11.9. Swimming and Boating Prohibited. Swimming and boating in any part of a lake or other water body forming part of the Common Areas is expressly prohibited, unless and until the Board shall in its discretion adopt Rules and Regulations regulating and permitting same.

11.10. Lawns, Landscaping & Irrigation Systems. Except for conservation area, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their Owners or Neighborhood Associations as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water

management areas. Lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner or Neighborhood Association.

11.11. Subdivision and Regulation of Land. No portion of any Home or any portion of Bridgewater Bay shall be divided or subdivided or its boundaries changed without the prior written approval of the Community Association.

11.12. Alterations and Additions. No alteration, addition or modification to any portion of Bridgewater Bay, including the exterior of a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the Community Association.

11.13. Signs. No sign (including brokerage or for sale/lease signs), flag (other than flags permitted by Section 720.304(2) Florida Statutes as amended from time to time as it pertains to flags), banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Bridgewater Bay or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the Community Association. The Community Association is not obligated by this Section to permit any of the foregoing other than the flags permitted by Section 720.304(2) Florida Statutes as amended from time to time as it pertains to flags.

11.14. Roofs and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the Community Association of the need for same.

11.15. Paint. Homes shall be repainted within forty-five (45) days of notice by the Community Association of the need for same.

11.16. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the Community Association. Panel style hurricane shutters may be installed up to fifty (50) hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed within a reasonable time after a storm.

11.17. Wall Units. No window air conditioning unit may be installed in any window in a Home.

11.18. Window Treatments. Window treatments shall be installed inside a Home and consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

11.19. Satellite Dishes and Antennae. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Parcel or upon any improvements thereon, unless expressly approved in writing

by the Community Association, except that this prohibition shall not apply to those satellite dishes that are eighteen inches (18") in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board of Directors is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Board of Directors may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. The Community Association shall have the option to install Telecommunication Services equipment in or about the Common Areas, including, without limitation the Clubhouse Facilities.

11.20. Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the Community Association. All pools shall be adequately maintained and chlorinated. No diving boards, slides, or platforms shall be permitted.

11.21. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Community Association and governmental agencies.

11.22. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the Community Association. The Board of Directors may establish standards for holiday lights. The Community Association may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to an adjacent lot).

11.23. Removal of Soil and Additional Landscaping. Without the prior consent of the Board of Directors, no Owner shall remove soil from any portion of Bridgewater Bay, change the level of the land within any portion of Bridgewater Bay, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Bridgewater Bay. Owners may place additional plants, shrubs, or trees within any portion of Bridgewater Bay with the prior approval of the Board of Directors.

11.24. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the Community Association. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the Community Association in accordance with the then applicable Community Standards.

11.25. Pets and Animals. The use of the terms pet versus animal are used to distinguish between pets and qualified assistance animals licensed as such by a local, state or federal agency or mandated by a licensed health care professional (including but not limited to a psychologist or psychiatrist). No pets

or animals of any kind shall be raised, bred or kept within Bridgewater Bay for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Collier County ordinances and in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, there shall be no livestock or other pets or animals that may create a nuisance, as determined in the sole discretion of the Board without regard to the opinion of a veterinarian or other person, permitted within Bridgewater Bay. Notwithstanding the provisions of this Declaration permitting domestic pets and animals, pets and animals may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance or a threat to other residents, animals or pets. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance or a threat shall be conclusive and binding on all parties and dispositive, it being the intent of this provision that the Board has the maximum and sole discretion to make such determination. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, patio or any Common Area. No dog runs or enclosures shall be permitted on any Home. All pets and animals shall be walked on a leash. No pet or animal shall be permitted outside a Home except on a leash. When notice of removal of any pet or animal is given by the Board, the pet or animal shall be removed within forty-eight (48) hours of the giving of the notice. All pets and animals shall be permitted to defecate only in the pet/animal walking areas within Bridgewater Bay designated for such purpose, if any, or on that Owner's Parcel. The person walking the pet or animal shall clean up all waste of the pet or animal. Each Owner shall be responsible for the activities of a pet or animal that resides in the Owner's Home, whether or not on a leash or confined.

11.26. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession, and proper use of Bridgewater Bay is permitted. No firearms shall be discharged within Bridgewater Bay. Nothing shall be done or kept within the Common Areas, or any other portion of Bridgewater Bay, including a Home, which will increase the rate of insurance to be paid by the Community Association.

11.27. Children's Use of Facilities. Persons who are not thirteen (13) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult over the age of eighteen (18) years except in such cases and under such conditions as the Board may from time to time establish and require. Parents and legal guardians shall be responsible for all actions of their minor children at all times in and about Bridgewater Bay. The Community Association shall not be responsible for any use of the facilities by anyone, including minors.

11.28. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Bridgewater Bay, which is unsightly or which interferes with the comfort and convenience of others.

11.29. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Board of Directors.

11.30. Garbage Cans. Trash collection and disposal procedures established by the Board shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

11.31. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, clothesline, or laundry of any kind, or any other similar type article shall be shaken, hung or exposed so as to be visible outside the Home.

11.32. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than a Community Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Community Association.

11.33. Parking. Owners' automobiles shall be parked in the garage or driveway. No vehicle shall be parked except upon a paved surface. No vehicle which cannot operate on its own power shall remain in Bridgewater Bay for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Bridgewater Bay, except in the garage of a Home. No commercial vehicle, recreational vehicle, truck with camper top, boat or camper, may be kept within Bridgewater Bay except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include sport utility vehicles (i.e. Broncos, Blazers, Explorers, etc.), or clean "non-working" vehicles such as pick-up trucks, vans, or cars, if they are (i) used by the Owner on a daily basis for normal transportation, (ii) not more than 21' 5" in length and (iii) commercial in appearance. By way of example, and not of limitation, a vehicle with ladder racks or commercial signs would be classified as commercial in appearance. However, car-type vehicles displaying governmental logos such as police officers, county employees, etc. may be kept within Bridgewater Bay, subject to reasonable regulation by the Board. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair of Homes, Common Areas, or any other Bridgewater Bay facility. Nothing herein shall prohibit the establishment by the Board of Directors of an area within Bridgewater Bay designated and available for the storage of otherwise prohibited vehicles if the establishment of such storage facility is otherwise permitted by applicable government regulations.

11.34. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by the Community Association. The Board of Directors shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Bridgewater Bay provided however that outdoor grill or barbeque use shall be permitted in appropriate locations within the lot lines of detached single-family homes if permitted by law but such use shall be subject to compliance with applicable codes and regulations and nuisance considerations.

11.35. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Bridgewater Bay or within any Home, except those which are required for normal household use subject to strict compliance with all applicable fire codes as amended from time to time. The Board may from time to time promulgate rules that vary the prohibitions in this Section provided however that any Member relying on such variance shall remain solely responsible for compliance with all applicable laws, regulations, codes, ordinances and also nuisance considerations regardless of the existence of the rule or compliance with it.

11.36. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying the Community Association; (ii)

removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage, or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Community Association. The Community Association shall have no responsibility of any nature relating to any unoccupied Home.

11.37. Commercial Activity. Except for normal construction activity, , sale and re-sale of a Home, and sale , no "impact" commercial or business activity shall be conducted in any Home within Bridgewater Bay. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a no "impact" home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner, lessee or other occupant of a Homemay actively engage in any solicitations for commercial purposes within Bridgewater Bay. No solicitors of a commercial nature shall be allowed within Bridgewater Bay, without the prior written consent of the Board of Directors. No garage sales are permitted except as permitted by the Board of Directors. An "impact" business or commercial activity which is not permitted (as opposed to a "no impact" business or commercial activity which is permitted) is a business or activity which it is discernible from the exterior of the Home due to but not limited to noise, odor, customer or employee traffic, and/or signage. The Board has the sole and exclusive discretion to determine if the activity constitutes an "impact" or "no impact" business or commercial activity and its determination is dispositive. Examples of an "impact" business or commercial activity include but are not limited to a day care facility, hair salon, manicure or pedicure services, vehicle repair and pet grooming. The leasing of the Home as allowed by Section 11.4 above does not constitute a business or commercial activity.

11.38. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home, unless approved by the Board of Directors.

11.39. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, or weather vanes, shall be installed or placed within or upon any portion of Bridgewater Bay without the prior written approval of the Board of Directors.

11.40. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Bridgewater Bay without prior written consent of the Community Association.

11.41. Fencing. No walls or fences shall be erected or installed anywhere within Bridgewater Bay except by the Community Association without prior written consent of the Board of Directors.

11.42. Wetlands and Mitigation Areas. If the Common Areas include preserves, wetlands, and/or mitigation areas, no Owner or other person may take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by the Community Association in their natural state.

11.43. Septic Tanks. Septic tanks are prohibited.

12. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction , then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions, which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for party walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. INSURANCE AND CONDEMNATION. The Community Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Costs. For purposes of this entire Section 13 as may be necessary to carry out the intent of this Sectionthe Neighborhood Associations shall be considered Owners with respect to being a named insured on required insurance policies. These provisions shall further apply to Neighborhood Associations, being considered to be Owners under this Section 13, with respect to any structural elements, Neighborhood Common Areas, or other improvements or property which the Neighborhood Association is required to maintain, repair, and/or replace.

13.1. Public Liability Insurance. A comprehensive policy or policies of general liability insurance naming the Community Association as named insured thereof and including the Owners as insured thereunder insuring against any and all claims or demands made by any person or persons whosoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Areas, if any, included within Bridgewater Bay and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than One Million Dollars ($1,000,000.00) for bodily injury and One Hundred Thousand Dollars ($100,000.00) for property damage for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the Community Association is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Common Areas included within Bridgewater Bay; and other such risks as are customarily covered with respect to areas similar to the Common Areas included within Bridgewater Bay in developments similar to Bridgewater Bay in construction, location and use. The insurance purchased shall contain a "Severability of Interest" endorsement, or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Community Association, or any other Owners or deny the claim of the Community Association because of negligent acts of the other, or the negligent acts of an Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Owners as a group to an Owner. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his or her own Home. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

13.2. Hazard Insurance. The Community Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements within the Common Areas, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements on or within the Common Areas, including personal property owned by

the Community Association, in and for the interest of the Community Association, and all Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board.

13.3. Flood Insurance. If determined appropriate by the Board , a master or blanket policy of flood insurance covering the Common Areas, if available, under the National Flood Insurance Program, or other flood program acceptable to the Board, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, shall be obtained.

13.4. Directors' and Officers' Liability Coverage; Fidelity Coverage. In addition to the other insurance required under this Section 13, the Board shall obtain directors' and officers' liability insurance, if reasonably available, and adequate fidelity coverage, if reasonably available, to protect against dishonest acts of the officers and employees of the Community Association and the Directors and all others who handle and are responsible for handling funds of the Community Association (whether or not they receive compensation), such coverage to be in the form of fidelity bonds. Fidelity coverage shall be in an aggregate amount approximating the maximum amount of cash held at any one time during the calendar year then in progress in operating and reserve accounts of the Community Association. Notwithstanding the foregoing, in the event the Community Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Community Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

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

13.6. Distribution of Insurance Proceeds and Losses.

A. Loss of Fifty Thousand Dollars ($50,000.00) or less to Improvements to Common Areas. In the event that a loss of Fifty Thousand Dollars ($50,000.00) or less occurs to improvements within Common Areas, the Community Association shall, upon receipt of the insurance proceeds, combined with any funds necessary to be collected by Special Assessment in accordance with the provisions of this Declaration or with any other funds allocated by the Board for such purpose, cause the necessary repairs to be made to the improvements within the Common Areas.

B. Loss in Excess of Fifty Thousand Dollars ($50.000.00) to Improvements in Common Areas. In the event that a loss in excess of Fifty Thousand Dollars ($50,000.00) occurs to improvements within Common Areas, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, shall be distributed as follows:

1. The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing, the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

2. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds by Special Assessments as described herein below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of construction liens to the Board and execute affidavits required by law, by the Community Association, or by any Institutional Mortgagee named on a mortgage endorsement, and shall deliver the same to the Board. The Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

3. In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Board shall hold a special meeting to determine a Special Assessment against all of the Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Homes setting forth the date or dates of payment of the same, and any and all funds received from the Owners pursuant to such Special Assessment shall be disbursed as provided immediately above. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of One Hundred and Fifty Thousand Dollars ($150,000.00), and two-thirds (2/3rds) of the Owners advise the Community Association in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Community Association shall divide the net insurance proceeds equally among the Owners and shall promptly pay each share of such proceeds to the Owners and Institutional Mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Owners and mortgagees, the Community Association may rely upon a certificate of an abstract company as to the names of the then Owners and their respective mortgagees.

C. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property any excess insurance proceeds remain, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it still be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be distributed to the Owners in proportion to their contributions by way of Special Assessment.

D. Institutional Mortgagees. In the event the Community Association has on hand, within one hundred and eighty (180) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no Institutional Mortgagee

shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any Institutional Mortgagee may be enforced by a Institutional Mortgagee. No Institutional Mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any Institutional Mortgagee have the right to apply insurance proceeds to repayment of such proceeds are distributed to Owners and/or their respective Institutional Mortgagee.

E. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Bridgewater Bay, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and specifications approved by the Community Association.

F. Insurance Amounts. Notwithstanding anything in this Section 13 to the contrary, the amounts set forth for the purchase of insurance in this Section 13 are the minimum amounts to be purchased. Therefore, Owners or the Community Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by the Community Association as to the proper amount or kinds of insurance required.

G. Miscellaneous Policy Requirements. Policies insuring the property within Bridgewater Bay purchased pursuant to the requirements of this Section 13 shall provide that the right of subrogation against Owners and Community Association will be waived; the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Community Association, and the policy will be primary, even if an Owner has other insurance that covers the same loss.

H. Community Form of Insurance. Nothing contained herein shall prohibit the Community Association from obtaining a "Community" or "Blanket" form of insurance to meet the requirements of this Section 13, provided that the coverages required hereunder are fulfilled.

13.7. Cancellation or Modification. All insurance policies purchased by the Community Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Community Association.

13.8. Condemnation. In the event the Community Association receives any award or payment arising from the taking of any Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof will first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Community Association and approved by Owners owning at least two-thirds (2/3rds) of the Homes, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Homes as their respective interests may appear.

13.9. Insurance Proceeds. All Institutional Mortgagees acknowledge that any proceeds paid under any insurance policy as a result of damage to or destruction of a Home shall be utilized, to the extent

necessary, toward the restoration of such Home and if such proceeds are insufficient therefor, the Owner in question may be responsible for such additional sums as are necessary to so restore the Home in question or may be subject to a Special Assessment therefor. Any repair, rebuilding or reconstruction shall be in accordance with the provisions of this Section 13.

13.10. Insurance Requirements for Homes.

A. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to re-sod and landscape land comprising the Home. Upon the request of the Community Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his or her Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Community Association, the Community Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

B. Required Repair. In the event that any Home is destroyed by fire, casualty, or has roof damage over a period of time that the Board of Directors reasonably determines renders the Home unoccupiable due to weather and rain infiltration, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the Community Association ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. The Community Association shall have the right to inspect the progress of all reconstruction, reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Community Association, the Community Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Community Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, requirements for completion of work or progress requirements set forth in applicable statutes, zoning, codes, and/or building codes.

C. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 13.10 shall be in accordance with the Community Standards and any other standards established by the Community Association with respect to any casualty that affects all or a portion of Bridgewater Bay.

D. Additional Rights of Community Association. If an owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then the Community Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Community Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Community Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Community Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Community Association.

E. Community Association Has No Liability. Notwithstanding anything to the contrary in this Section, the Community Association, and its Directors and Officers, shall not be liable to any person should that person fail for any reason whatsoever to obtain insurance coverage on a Home.

14. PROPERTY RIGHTS.

14.1. Owners Easement of Enjoyment. Every Owner, and its immediate Single Family, tenants, guests and invitees, and every owner of an interest in Bridgewater Bay shall have a non-exclusive right and easement of quiet enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

A. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

B. The right of the Board to suspend the right to use all or a portion of the Common Areas by an Owner, its Single Family, lessees etc. for any period during which any monetary amounts past due and owing from the Owner remains unpaid. The right to suspend includes the right disable the Owner's resident gate access as long as pedestrian and vehicle access is still permitted through the guest access gate.

C. The right of the Community Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

D. The right of the Community Association to modify the Common Areas as set forth in this Declaration.

E. The rights of the Community Association regarding Bridgewater Bay as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

F. Rules and Regulations adopted by the Board governing use and enjoyment of the Common Areas.

G. An Owner relinquishes use of the Common Areas including but not limited to the Clubhouse Facilities at any time that a Home is leased to a Tenant except that such Owner may use the Common Areas as a guest of another Owner or Tenant with their express permission and such permitting Owner or Tenant or member of his or her Family is also present during each such use.

14.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes. This easement shall run in favor of all Members, Neighborhood Associations, the Community Association, and their invitees and agents.

14.3. Easement. In addition to the rights reserved elsewhere herein, the Community Association reserves an easement for itself or its nominees over, upon, across, and under Bridgewater Bay as may be required in connection with the development of Bridgewater Bay, and other lands designated by the Community Association to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, or any portion of Bridgewater Bay. Without limiting the foregoing, the Community Association specifically reserves the right to use all paved roads and rights of way within Bridgewater Bay for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunication System provided by the Community Association. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. The Community Association shall be obligated only to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all repaving, restoration, maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Community Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall the Community Association be obligated to pay any amount to the Community Association on account of the Community Association's's use of the Common Areas for construction purposes. The easements created by this Section, and the rights reserved herein in favor of the Community Association , shall be construed as broadly as possible. At no time shall the Community Association incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

14.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Service Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Bridgewater Bay.

14.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations adopted by the Board from time to time, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

14.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason,

then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

14.7. Permits, Licenses and Easements. The Community Association, shall, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Bridgewater Bay (including Homes) for Telecommunication Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to the Community Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Bridgewater Bay (including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

14.9. Drainage. A non-exclusive easement shall exist in favor of the Community Association, and its designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over Bridgewater Bay over, across and upon Bridgewater Bay for drainage, irrigation and community management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Bridgewater Bay (including Homes) in order to construct, maintain, inspect record data on, monitor, test, or repair any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Bridgewater Bay and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Bridgewater Bay and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

14.10. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

14.11. Easements Over Condominium Property. Notwithstanding anything to the contrary contained herein, the easements and assignments described and set forth in this Section 14 and elsewhere in this Declaration are intended, if, as and when portions of Bridgewater Bay are submitted to condominium ownership as a portion of the condominium property of a condominium, to comply with Section 718.104(4)(n) of the Act with regard to all such condominiums.

15. ASSESSMENTS.

15.1. Covenant to Pay Assessments. Each Owner by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to the Community Association at the time and in the manner required by the Board, assessments or charges and any individual assessments, and special assessments as are fixed, established and collected from time to time by the Community Association (collectively, the "Assessments").

15.2. Multichannel Video Programming Service Charges. All Owners shall pay Assessments,. Fees for Multichannel Video Programming Services may be charged to such Home on the regular Assessment statement as either a part of the Quarterly Assessment or a separate charge, at the discretion of the Board.

15.3. Assessments. Assessments levied by the Community Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Bridgewater Bay, and in particular for the improvement and maintenance of the Common Areas, including the Clubhouse Facilities, and any easement in favor of the Community Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

A. Any quarterly assessment or charge for the purpose of operating the Community Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Quarterly Assessments");

B. Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, including the Clubhouse Facilities or the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

C. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse the Community Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

D. Assessments of any kind for reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in addition to the Quarterly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). For certainty, all Reserves established by the Board prior to the recordation of this Declaration are voluntary only and not "statutory reserves" that are subject to the statutory reserve requirements in Chapter 720, Florida Statutes, and any new Reserves shall also be considered to be voluntary only unless and until designated otherwise by the Board and the Members pursuant to the procedure set out in such statute. Assessments pursuant to this Section shall be payable in such manner and at such times as approved by the Community Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. ; and

E. Assessments for which one or more Owners (but less than all Owners) within Bridgewater Bay are subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his or

her Home (other than those portions of a Home maintained by the Neighborhood Association) in a manner satisfactory to the Community Association, the Community Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of the Community Association, shall be an Individual Assessment which may be secured by a lien. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

15.4. Payment of Operating Costs.

A. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his or her pro rata portion of Quarterly Assessments, Special Assessments, and Reserves. The computation of Quarterly Assessments, and to any Reserves permitted under the provisions of this Declaration, shall use the formula based upon the level of service and state of development of each Home set forth in Section 15.5 herein below.

B. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of the Community Association: (i) be added to the calculation of Quarterly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment, based upon the formula set forth in Section 15.5 herein below. The Community Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Quarterly Assessments, which Special Assessment shall relate back to the date that the Quarterly Assessments collected have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

C. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

15.5. Allocation of Assessments. The total anticipated Operating Costs for each calendar year shall be set forth in the budget adopted by the Board as required under the Community Documents. Each Home shall be assessed its quarterly pro rata portion of the Operating Costs which shall be the Quarterly Assessment as to each Home. The Quarterly Assessment shall be based upon the level of service and state of the Home's development, as follows:

A. The Operating Costs for the applicable quarter shall be divided by the total of the number of Homes (being 524 on the date of this Declaration) with each Owner obligated to pay an equal share., The Quarterly Assessment shall be equal for each Home. For the purposes of Assessments, the number of Homes contained in any structure which is subsequently destroyed, damaged or demolished shall be the number of Homes originally constructed

within such structure until such time as such structure is replaced and a new Certificate of Occupancy is issued or amendment to a Neighborhood Declaration is rendered to evidence the revision in the number of Homes, whereupon the number of Homes contained in the replaced structure shall be used in computing the number of Homes.

15.6. Assessment Payments. Quarterly Assessments shall be payable quarterly, in advance, on the first day of each quarter. The Quarterly Assessments, as well as all Assessments provided for herein and all installments thereof, may be adjusted from time to time by the Board to reflect changes in the number of the Homes (thus apportioning all such Assessments and installments thereof among all Homes in existence at the time such installment is due) or changes in the budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required.

15.7. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by the Community Association. By way of example the maintenance, repair and replacement of a fire alarm system serving a particular Neighborhood must be charged as a Use Fee or Individual Assessment to the Owners in said Neighborhood.

15.8. Surplus Revenue. Any surplus revenue collected by the Community Association may be allocated in the Community Association's sole and absolute discretion, to the Reserves (and allocate same in whole or part to specific line items, or leave as unallocated reserves), whether or not budgeted. Under no circumstances shall the Community Association be required to pay surplus revenue to Owners.

15.9. Budget. The annual budget respecting Operating Costs shall be prepared and adopted by the Board based on historical operating figures and such other information and criteria as the Board considers to be relevant, having regard to Section 720.303(6) of the Florida Statutes, as amended from time to time.

15.10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

A. Quarterly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof.

B. Special Assessments and Individual Assessments against the Owners may be established by the Community Association, from time to time, and shall be payable at such time or time(s) as determined.

C. The Community Association may establish Use Fees, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Community Association.

D. The Community Association may, but shall not be obligated to, provide its budgets and notices of assessment for Quarterly Assessments, Special Assessments, Individual Assessments and Use Fees for Owners within a Neighborhood to its governing Neighborhood Association. If so directed by the Community Association, the Neighborhood Association shall be responsible for budgeting, accounting, billing, collecting, and remitting all amounts due from all Owners in such Neighborhood to the Community Association in accordance with such procedures as may be established by the Board. Notwithstanding the Community Association's delegation of billing and collection to the Neighborhood Association, in the event of delinquency, the Community Association shall reserve all rights and powers of collection as set forth in this Section 15.

15.11. Working Fund. The Community Association has established a working fund for the operation of the Community Association (the "Working Fund"). There shall be collected for the Working Fund from each Owner that purchases a Home for residential use at the time of conveyance of each Home an amount equal to Two Thousand Seven Hundred and Fifty Dollars and 00/100 ($2,750.00). The Board may increase the Working Fund amount in any calendar year by up to 100% of the then applicable amount and may lower it by up to 50% in any year, in each case with approval of sixty-six and two-thirds percent (66 2/3%) of the Board and without amending this Declaration. The purpose of the Working Fund is to assure that the Community Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Fund are not to be considered as advance payment of Assessments. The Working Fund may be used by the Board of Directors to reduce the Operating Costs and/or to reduce operating deficits and/or to contribute to capital expenditures and/or Reserves.

15.12. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Community Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. The Community Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Community Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) business days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay the Community Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

15.13. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

15.14. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and

agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and Legal Fees (including legal fees incurred in defending a mortgage foreclosure action that has named the Community Association as a party), shall be a charge and continuing lien in favor of the Community Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made, The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that the original Declaration was recorded. Without limiting the foregoing, any Claim of Lien filed by the Community Association shall have priority and be superior to any lien of a Neighborhood Association. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and Legal Fees, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

15.15. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a transfer by deed in lieu of foreclosure or a foreclosure of a bona fide first mortgage to the holder of the first mortgage, in which event, the first mortgage holder shall be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer in the amount provided in Florida Statute 720.3085 as amended from time to time. All other acquirers of title to the Home shall be obligated for all amounts due and owing from the prior Owner at the time of sale or transfer.. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home 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.

15.16. Acceleration. In the event of a default in the payment of any Assessment, the Community Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

15.17. Non-Payment of Assessment. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee in the maximum amount allowed by law as amended from time to time (or such lesser fee established by the Board) will automatically be incurred , together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum beginning from the due date until paid in full. At the time of recordation of this Declaration the maximum rate of interest allowed by law is 18% simple interest a year and the maximum late fee is $25.00 or 5% of the late installment whichever is greater. The Community 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 Home, or both. The Community Association shall not be required to bring such an action if it believes that the best interests of the Community Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including Legal Fees. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use all or a

portion of the Common Areas (including, without limitation, the Clubhouse Facilities) or by abandonment of a Home.

15.18. Exemption. The Board shall have the right to exempt any portion of Bridgewater Bay subject to this Declaration from the Assessments, provided that such part of Bridgewater Bay exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. Any real property interest held by a Service Provider;

C. Common Areas or property (other than a Home) owned by a Neighborhood Association;

D. Any of Bridgewater Bay exempted from ad valorem taxation by the laws of the State of Florida.

E. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in Bridgewater Bay.

Notwithstanding any other provision of this Declaration to the contrary, all properties dedicated to, and accepted by, Collier County Water-Sewer District or any other quasi-public authority shall be exempt from the Assessments created herein.

15.19. Rights to Pay Assessments and Receive Reimbursement. The Community Association, and any Institutional Mortgagee of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Community Association with regard to the amounts due.

16. INFORMATION TO OWNERS.

16.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners current copies of Community Association Documents.

16.2. Copying. Any Owner shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17. ARCHITECTURAL CONTROL.

17.1. It is the intent of this Declaration to create a general plan and scheme of development of Bridgewater Bay. Accordingly, the Community Association shall have the right to approve or disapprove all architectural, landscaping, and improvements within Bridgewater Bay. The Community Association shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location

of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the Community Association. The Community Association may impose standards for construction which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes.

17.2. Community Standards. The Board of Directors in its sole discretion, may promulgate Community Standards, and add to, modify or delete any of them. Each Owner and its Contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed.

17.3. Scope of Approval. No improvements shall be constructed on any portion of Bridgewater Bay, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Bridgewater Bay, nor shall any addition to or any change, replacement, or alteration of the improvements as originally constructed (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the Board of Directors or an Architectural Control Committee (ARC) as may be established by the Board of Directors. The Owner may request such approval either before or after the owner obtains the permits required under Section 17.6 of this Declaration.

17.4. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the Board of Directors shall be subject to the approval of the Board of Directors in the same manner as required for approval of original plans and specifications.

17.5. Variances. The Board of Directors shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results, from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

17.6. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

17.7. Construction by Owners. The following provisions govern construction activities by Owners after consent of the Board of Directors has been obtained:

A. Each Owner shall deliver to the Board of Directors copies of all construction and building permits as and when received by the Owner. Each construction site in Bridgewater Bay shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Bridgewater Bay shall be kept

clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Bridgewater Bay and no construction materials shall be stored in Bridgewater Bay subject, however, to such conditions and requirements as may be promulgated by the Board of Directors. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Bridgewater Bay or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline, propane and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

B. There shall be provided to the Board of Directors a list (name, address, telephone number and identity of contact person), of all Contractors, subcontractors, materialmen and suppliers (collectively "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Bridgewater Bay as are designated by the Board of Directors for construction activities. The Community Association shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the Community Association.

C. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the Board of Directors, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days notice and right to cure, the Community Association shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Bridgewater Bay.

D. The Board of Directors may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Bridgewater Bay. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The Community Association may also promulgate requirements to be inserted in all contracts relating to construction within Bridgewater Bay and each Owner shall include the same therein.

17.8 Inspection. There is specifically reserved to Community Association and to any agent thereof, the right of entry and inspection upon any portion of Bridgewater Bay for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or to verify compliance and conformity with the Community Standards.

17.9 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of theBoard of Directors, cause such improvement to be removed or

restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including Legal Fees, incurred by the Community Association. Such costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The Community Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

17.10 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover expenses and Legal Fees in connection therewith.

17.11 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other Rules and Regulations promulgated by the Community Association it may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

17.12 Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Home by the Owner thereof shall obtain a Certificate of Compliance from the Community Association, certifying that the Owner has complied with the requirements set forth herein.

17.13 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by the Community Association or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the Community Association, or the provisions of the Community Standards.

17.14 Exculpation. The Community Association, the directors or officers of the Community Association, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the Community Association, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against the Community Association or their respective directors or officers, committee members or their respective agents, in order to recover any damages caused by the actions of the Community Association, or their respective members, officers, or directors or committee members in connection with the provisions of this Section. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

18. OWNERS LIABILITY.

18.1. Right to Cure. Should any Owner do any of the following:

A. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

B. Cause any damage to any improvement or Common Areas; or

C. Impede the Community Association, from exercising its rights or performing its responsibilities hereunder; or Undertake unauthorized improvements or modifications to a Home or the Common Areas.

Then the Community Association, where applicable, after prior written notice of not less than forty-eight (48) hours (except in cases of urgency as determined by the Board in which case no notice shall be required), shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Parcel and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and Legal Fees incurred, shall be assessed against the Owner as an Individual Assessment.

18.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Community Association shall notify the Owner of the violation by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the Community Association entitled to enforce same may, at its option:

A. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, and/or

B. Commence an action to recover damages; and/or

C. Take any and all action reasonably necessary to correct the violation or breach.

D. Levy fines and impose suspensions as provided in Section 720.305, Florida Statutes as amended from time to time.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including Legal Fees, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

18.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such fight, provision, covenant or condition in the future.

18.4. Rights Cumulative. All rights, remedies, and privileges granted to the Community Association pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

18.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by the Community Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

18.6. Fines/Suspensions. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations or the Community Standards, the Community Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an individual Assessment and enforceable pursuant to the provisions of this Declaration and the Bylaws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations or the Community Standards shall be treated as a separate violation and, be subject to a separate fine. The decisions of the Community Association shall be final. Fines shall be in such reasonable and uniform amounts as the Community Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

19. ADDITIONAL RIGHTS OF COMMUNITY ASSOCIATION.

19.1. Easements. The Community Association reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services, and other purposes over, upon and across Bridgewater Bay so long as any said easements do not materially and adversely interfere with the intended use of Homes conveyed to Owners. By way of example, and not of limitation, the Community Association may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of the Community Association, in perpetuity, for such purposes. Without limiting the foregoing, the Community Association may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owners use of the Home as a residence. As an illustration, the Community Association may grant as easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of Bridgewater Bay so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Bridgewater Bay. The Community Association shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Owners will, without charge, if requested by the Community Association: (a) join in the creation of such easements, etc. and cooperate in the operation thereof, and (b) collect and remit fees associated therewith, if any, to the appropriate party.

19.2. Representations. The Community Association makes no representations concerning development both within the boundaries of Bridgewater Bay including, but not limited to, the number, design, boundaries, configuration and arrangements, values of Homes and buildings, and all other proposed forms of ownership and/or other improvements on Bridgewater Bay or in Bridgewater Bay or adjacent or near Bridgewater Bay, including, but not limited to, the size, location, configuration, elevations, design,

building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

19.3 Telecommunication Services. The Community Association shall have the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more Telecommunication Services for all or any part of Bridgewater Bay. Community Association reserves unto itself and its nominees, successors, assigns, affiliates, and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon Bridgewater Bay for the installation, construction and maintenance of Telecommunication Systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon Bridgewater Bay for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent Telecommunication Services provided by such Telecommunication Systems are to serve all of Bridgewater Bay, then the cost of the services may, at the option of the Community Association, be Operating Costs of the Community Association and may be assessed as a part of the Assessments. If any services provided by the system are provided only to some, but not all, of the Homes, then the cost of any such services shall be an expense for the benefit of the respective Home to be assessed as an Individual Assessment, or a direct charge by the Service Provider, as the case may be.

19.4. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE COMMUNITY ASSOCIATION DOCUMENTS, THE COMMUNITY ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF BRIDGEWATER BAY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

B. THE COMMUNITY ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COLLIER COUNTY OR PREVENTS TORTUOUS ACTIVITIES; AND

C. THE PROVISIONS OF THE COMMUNITY ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE COMMUNITY ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING

AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF BRIDGEWATER BAY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HA VE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE COMMUNITY ASSOCIATION, ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE COMMUNITY ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "COMMUNITY ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ANY AND ALL DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS) OF SAME.

19.5 NO JURY TRIALS. THE COMMUNITY ASSOCIATION AND EACH OWNER, BY ACCEPTANCE OF A DEED, ACKNOWLEDGE AND AGREE THAT THE COMMUNITY DOCUMENTS, INCLUDING THIS DECLARATION, ARE COMPLEX DOCUMENTS; THEREFORE, EACH OWNER AND THE COMMUNITY ASSOCIATION AGREE THAT ANY DISPUTES, DISAGREEMENTS, AND/OR ARGUMENTS REGARDING THE INTERPRETATION AND/OR APPLICATION OF THE COMMUNITY DOCUMENTS SHOULD BE DECIDED BY A JUDGE, AND NOT BY A JURY, IN ORDER TO BETTER SERVE JUSTICE. AS ALL MATTERS INVOLVING THIS DECLARATION AND OTHER COMMUNITY DOCUMENTS WILL BE HEARD BY A JUDGE, THERE WILL BE NO JURY TRIAL FOR ANY DISPUTED MATTER INVOLVING COMMUNITY DOCUMENTS. ANY CLAIM, DEMAND, ACTION, OF CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE COMMUNITY DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD BY A JUDGE, AND NOT BY A JURY. THE COMMUNITY ASSOCIATION HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

19.6 RELEASE. AS A MATERIAL INDUCEMENT FOR THE COMMUNITY ASSOCIATION AND THE BOARD TO UNDERTAKE OBLIGATIONS UNDER THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE COMMUNITY ASSOCIATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES, AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS,DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE COMMUNITY ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR

THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

19.7 Monitoring System.

A. Right to Install. The Community Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for Bridgewater Bay . All contracts for Monitoring Systems shall be subject to the prior written approval of the Community Association. The Community Association reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System. In addition, all Owners specifically acknowledge that Bridgewater Bay may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. THE COMMUNITY ASSOCIATION, ,AND NEIGHBORHOOD ASSOCIATIONS SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

B. Components. The Monitoring System, if installed, may include a gatehouse, one or more electronic gates and roving attendants using vehicles. The Community Association does not warrant or guarantee in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, the Community Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, the Community Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as it deems appropriate in its sole and absolute discretion.

C. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of the Community Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Bridgewater Bay.

D. Owners' Responsibility. All Owners and occupants of any Home, and the agents, employees, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Community Association, its Board and officers, or their nominees or assigns do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Community Association elects to provide a Monitoring System, the Community Association shall not be liable to the Owners with respect to such Monitoring System, and the Owners shall not make any claim against the Community Association for any loss that a Owner may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented

by the Monitoring System. Each Owner is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a guaranty or representation as to the provision of or level of security within Bridgewater Bay or any residential subdivision contained therein. The Neighborhood Associations, and the Community Association do not guarantee or warrant, expressly or by implication, the merchantability or fitness for use of any community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that the Neighborhood Associations, and Community Association, their employees, agents, manager, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Neighborhood Associations, and the Community Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events. No Owner shall be permitted to view or obtain a copy of any video or audio captured by any community Monitoring System or Monitoring Service unless otherwise expressly authorized to do so by the Board in its entire discretion and then upon such conditions as it may establish.

18. GENERAL PROVISIONS.

18.1 Authority of Board. Except when a vote of the Members of the Community Association is specifically required, all decisions, duties, and obligations of the Community Association hereunder may be made by the Board. The Community Association and Owners shall be bound thereby.

18.2 Approval of Community Association Lawsuits by Members. No Member approval is required for commencing litigation against any party except as provided in Section 730.303, Florida Statutes.

18.3 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

18.4 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly electronically transmitted or when mailed, postpaid, to the last known address at the time of such mailing.

18.5 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date the original Declaration was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

HM&A

Preserving and enhancing Florida's quality of life since 1966

HOLE, MONTES & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

HMA PROJECT #1999006
5/10/00
REF. DWG. #A-1209 PAGE 1 OF 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST ONE-QUARTER CORNER OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN S.00°54'01"E ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 518.10 FEET; THENCE RUN N.89°26'03"W. FOR A DISTANCE OF 2799.12 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1; THENCE RUN N.02°50'20"W., ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 517.90 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, THE SAME BEING A POINT ON THE SOUTH LINE OF LAKESIDE OF NAPLES AT CITRUS GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, AT PAGES 83 THROUGH 88 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN S.89° 27'12"E, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 137.25 FEET TO THE SOUTHEAST CORNER OF SAID LAKESIDE OF NAPLES AT CITRUS GARDENS; THENCE RUN N.02°50'20"W., ALONG THE EAST LINE OF SAID LAKESIDE OF NAPLES AT CITRUS GARDENS, FOR A DISTANCE OF 1589.23 FEET TO THE NORTHEAST CORNER OF SAID LAKESIDE OF NAPLES AT CITRUS GARDENS, THE SAME BEING A POINT ON THE SOUTH LINE OF THE ORCHARDS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22 AT PAGES 76 THROUGH 82 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN S.89°23'43"E., ALONG THE SOUTH LINE OF THE ORCHARDS, FOR A DISTANCE OF 1953.32 FEET TO THE SOUTHEAST CORNER OF THE ORCHARDS; THENCE CONTINUE S.89°23'43"E. FOR A DISTANCE OF 748.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, THENCE RUN S.02°02'01"E., ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 1585.33 FEET TO THE POINT OF BEGINNING; CONTAINING 131.3 ACRES, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 25 EAST AS BEING S.02°02'01"E.

THIS PARCEL WAS CREATED BY UTILIZING THE RELATIVE ANGLES AND DISTANCES FROM THE PLAT OF THE ORCHARDS, RECORDED IN PLAT BOOK 22, AT PAGES 76 THROUGH 82, AND LAKESIDE OF NAPLES AT CITRUS GARDENS, RECORDED IN PLAT BOOK 15, AT PAGES 83 THROUGH 88, ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, AND A LAND SURVEY CREATED BY CAROL NELSON, P.L.S. # 5013, DATED 3/11/96, HAVING A PROJECT NUMBER S1T49R25, BEING CERTIFIED TO FIRST BAPTIST CHURCH OF NAPLES BOARD OF TRUSTEES.

OR: 2690 PG:

ABSTRACT OF TITLE HAS NOT BEEN REVIEWED BY SURVEYOR.

HOLE ,MONTES AND ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION LB #1772

BY Thomas M. Murphy
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

EXHIBIT "A "

10550 ABERNATHY STREET BONITA SPRINGS, FLORIDA 34135 941-992-0795 FAX 941-992-2327

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BRIDGEWATER BAY PROPERTY OWENER'S ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation of Bridgewater Bay Property Owner's Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on March 3, 2000 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Chapter 617, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Bridgewater Bay Property Owner's Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Bridgewater Bay Property Owner's Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation presently is as otherwise listed with the Florida Department of State Division of Corporations.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers, or Directors. It is a nonprofit corporation formed for the purpose of operating a corporate residential community homeowners' association which, subject to a Declaration of Covenants recorded in the public records of Collier County, Florida. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;

(B) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws, and the reasonable rules of the Association;

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

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

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

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

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

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

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

(K) to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 and operating pursuant to Chapter 720 of Florida Statutes unless expressly provided otherwise it being the intent that substantive changes in the Statutes shall not override contrary provisions in the Governing Documents; subject always to the Declaration as amended from time to time.

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

ARTICLE IV

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

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency

to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed, and assigned to any not for profit corporation, association, trust, or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

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

ARTICLE VII

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

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

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended with the approval of (i) sixty-six and 2/3 percent (66 2/3 votes) of the Board; and (ii) seventy-five percent (75%) of the votes of the Community Association that are present and voting in person (including electronic voting) or by proxy at any Annual or Special Members Meeting at which a quorum has been established.

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

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors are required to meet all qualifications imposed by the Bylaws and Chapter 720, Florida Statutes as amended from time to time.

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

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

members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

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

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

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

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

(E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of

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

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

AMENDED AND RESTATED BYLAWS
OF
BRIDGEWATER BAY PROPERTY OWNER'S ASSOCIATION, INC.

1. NAME AND LOCATION.

The name of the corporation is BRIDGEWATER BAY PROPERTY OWNER'S ASSOCIATION, INC. ("Community Association"). The principal office of the corporation shall be located at at the address listed on the Florida Department of State Division of Corporations website.

2. DEFINITIONS.

The definitions contained in the Declaration of Covenants, Conditions, Restrictions, and Easements for Bridgewater Bay Community (the "Declaration") relating to the residential community known as Bridgewater Bay recorded, or to be recorded, in the Public Records of Collier County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

2.1. "Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these Bylaws.

2.2. "Bylaws" shall mean these Bylaws as amended from time to time.

2.3. "Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the Minutes.

2.4. "Official Records" shall mean all records required to be maintained by the Community Association pursuant to Chapter 720 of the Florida Statutes, as of the day these Bylaws are recorded in the public records of Collier County, Florida.

2.5. "Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these Bylaws.

2.6. "Voting Interests" shall mean the voting rights held by the Members.

3. MEMBERS.

3.1. Voting Interests. Each Owner shall be a Member of Community Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Community Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of

EXHIBIT "C"

determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.2. Home Owned By Spouses. Either spouse (but not both) may exercise the Voting Interest with respect to a Home. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.3. Trusts. In the event that any trust owns a Home, the Community Association shall have no obligation to review the trust agreement with respect to such trust. By way of example if the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Owner of the Home for all Community Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Community Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Community Association purposes. If the home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Community Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Community Association, the identification of the person who should be treated as the Member with respect to the Home for all Community Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to the Community Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. The Community Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.4. Corporations. If a Home is owned by a corporation, the corporation shall designate a person who is, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.5. Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.6. Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.7. Liability of Community Association. The Community Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Community Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to

give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Community Association acts in good faith, the Community Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Community Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.8. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.9. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty-five percent (25%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by the Florida Statutes.

3.10. Notice of Members Meeting. Written notice of each Members Meeting shall be given by, or at the direction of, any officer of the Board or any Management Company retained by the Community Association. A copy of the notice including the agenda shall be posted on the Property and the Community Association website and shall be mailed, hand delivered or electronically transmitted to each Member entitled to vote not less than fourteen (14) days before the meeting (provided, however, in the case of an emergency notice will be deemed sufficient as provided in Chapter 720, Florida Statutes). The notice shall be addressed to the Member's official address last appearing on the books of the Community Association. The notice shall specify the place, day, and hour of the meeting. .

3.11. Quorum of Members. A quorum shall be established by the presence, in person or by proxy, of Members entitled to cast twenty percent (20%) of the Membership Voting Interests except as otherwise provided in the Articles, the Declaration, or these Bylaws. Notwithstanding any provision herein to the contrary,

3.12. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members Meeting or for any other reason, the meeting may be adjourned and reconvened to another date and time by a vote of a majority of the Members present at the meeting. Any business which might have been conducted at the meeting as original scheduled may instead be conducted when the meeting is reconvened..

3.13. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.14. Proxies. At all Members Meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Chapter 720 of the Florida Statutes and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given. All proxy holders must be Members.

3.15 Participation at Meeting by Remote Communication. Unless prohibited by the Chapter

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

(A) Participate in the meeting.

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

1. The Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and

2. The Association implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

4. BOARD OF DIRECTORS. The administration and affairs of the Community Association shall be by the Board of Directors. All powers, duties and authority granted to the Community Association by the law or the Community Documents shall be exercised by the Board of Directors, subject to the approval or consent of the Members only when such is specifically required by the Community Documents or the law.

4.1. Number. The affairs of the Community Association shall be managed by a Board consisting of not less than three (3) persons. Board members elected by Owners or appointed by the Board must be Members of the Community Association.

4.2. Term of Office. The election of Directors shall take place at the Annual Members meeting . Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting .

4.3. Removal. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy by appointment. A Director appointed to fill a vacancy shall serve for the remainder of the term of the vacated seat. Directors elected by Members may be removed, with or without cause, agreement in writing of Members holding a majority of the Voting Interests as provided in Chapter 720, Florida Statutes.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to the Community Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director that have been authorized by the Board.

4.5. Appointment and Election of Directors. The Members shall elect Directors of the Community Association at or in conjunction with the Annual Members Meeting.

4.6. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted. Nominations for election to the Board of Directors shall be made in writing at least forty (40) days in advance of the day of election. No nominations from the floor of the meeting at which the election occurs are allowed. No proxies may be used to elect Directors.

4.7 Fiduciary Duty of Directors and Officers. Each member of the Board of Directors and each officer of the Association have a fiduciary relationship with the members of the Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the Association and its members. It requires each member of the Board to act in good faith and in a manner he or she believes to be in the best interests of the members of the Association. It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority.

Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association. The fact that the Association is a corporation not for profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires. When confronted with an issue involving special expertise such as a question of law, building or construction matters, insurance or accounting questions, or other similar issues, the law also contemplates that the Board of Directors or an officer will seek the appropriate advice of a professional considered competent in the field and rely upon that advice provided.

5. MEETING OF DIRECTORS.

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Meetings by telephonic speaker or electronic platform are permitted.

5.3. Emergencies. The Board and the Association shall have all the emergency powers as provided in Chapters 617 and 720 Florida Statutes as amended from time to time.

5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board, except meetings with Association legal counsel to discuss proposed or pending litigation or meetings with or without legal counsel to discuss personnel matters, shall be open to all Members, whose participation shall be permitted only as allowed by law.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

Voting in secret is not allowed except in the election or removal of officers. Directors cannot vote by proxy. Voting by e-mail is prohibited. However, the Board may take action in writing in lieu of a meeting as provided in Chapter 617, Florida Statutes.

5.7. Notice of Board Meetings. Notices of regular meetings of the Board shall be posted in a conspicuous place on the Common Area at least 48 hours in advance and on the Association website, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute. Notices for special Board meetings as required by Chapter 720 Florida Statutes will be posted and mailed as required by law.

6. POWERS AND DUTIES OF THE BOARD.

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles have the powers reasonably necessary to manage, operate, maintain and discharge duties of the Community Association including, but not limited to, the power to cause the Community Association to do the following:

A. General. Exercise all powers, duties and authority vested in or delegated to the Community Association by law and in these Bylaws, the Articles. and the Declaration including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Service Providers for Telecommunication Services.

B. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Bridgewater Bay by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

C. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Community Association or for violations of the governing documents and Board adopted Rules and Regulations.

D. Hire Employees. Employ, on behalf of the Community Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of the Community Association and/or its officers.

E. Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Community Association or its Members, on behalf of the Community Association or the discharge of its duties as may be necessary or convenient for the operation and management of the Community Association and in accomplishing the purposes set forth in the Declaration.

G. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity which affect Common Areas and to alter, add to relocate or improve the Common Areas as provided in the Declaration.

H. Financial Reports. Prepare all financial reports required by the Florida Statutes.

I. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these Bylaws specifically require a vote of the Members.

7. OBLIGATIONS OF COMMUNITY ASSOCIATION. The Community Association, subject to the provisions of the Declaration, Articles and these Bylaws shall discharge such duties as necessary to operate the Community Association pursuant to the Declaration, including but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records as required by Chapter 720.303(4) and (5), Florida Statutes.

7.2. Supervision. Supervise all officers, agents and employees of the Community Association, and to see that their duties are properly performed.

7.3. Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Community Association or where the Community Association has agreed to do so, of the Members.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. OFFICERS AND THEIR DUTIES.

8.1. Officers. The officers of this Community Association shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer. There may also be one or more Assistant Secretaries and/or Assistant Treasurers, as the Board deems appropriate. Officers shall serve without compensation.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3. Term. The officers of the Community Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

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

8.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Officers. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

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

A. President. The President shall preside at all meeting of the Community Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

B. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Community Association and the Board; keep the corporate seal of the Community Association and affix it on all papers to be required to be sealed; serve notice of meetings of the Board and of the Community Association; keep appropriate current records showing the names of the Members of the Community Association together with their addresses; and perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Community Association and shall disburse such funds as directed by the Board, sign, or cause to be signed, all checks, and promissory notes of the Community Association, cause to be kept proper books of account and accounting records required pursuant to the provisions of Chapter 720 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. COMMITTEES.

9.1. General. The Board may appoint such committees as deemed appropriate. The Board may remove committee members and fill any vacancies on all committees. Only committees assigned with the power to make final decisions regarding the expenditure of Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific parcel of residential property owned by a Member of the community are required to hold meetings that are open to Members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of residential property owned by a Member of the community may not vote by proxy or secret ballot.

10. RECORDS. The official records of the Community Association shall be available for inspection by any Member at the principal office of the Community Association or made available on the Association website. Copies may be purchased, by a member, at a reasonable cost.

11. AMENDMENTS.

11.1. General Restrictions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

11.2. Amendments. These Bylaws may be amended with the approval of (i) sixty-six and two-thirds (66 2/3 votes) of the Board; and (ii) seventy-five percent (75%) of the votes in the Community Association that are present and voting in person (including by electronic. Notwithstanding the foregoing these Bylaws may be amended to change the number of directors on the Board by sixty-six and two-thirds percent (66 2/3%) of the Board acting alone. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

12. CONFLICT. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

13. FISCAL YEAR. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of the Community Association shall begin on the first day of January and end on the 31st day of December of every year.

14. MISCELLANEOUS.

14.1. Florida Statutes. Whenever these Bylaws refers to the Florida Statutes it shall be deemed to refer to the Florida Statutes as they existed on the date the original Bylaws were originally recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes referenced herein.

14.2. Severability. Invalidation of any of the provisions of these Bylaws judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall force and effect.

EXHBIT D
Brigewater Bay Property Owner's Association, Inc.

LIST OF ASSOCIATIONS

1) **Bridgewater Bay Property Owner's Association, Inc.** (the Community Association, BWB POA or POA) is the Master Homeowners Association governed by FL Chapters 617 and 720 – Tax ID level. Consisting of a 524-door community of condominiums and single- family homes. Within this 524-door community there are a total of 416 condominiums units governed under FL Chapters 617 and 718 and 108 single family homes governed under FL Chapters 617 and 720.

Bridgewater Bay consists of several smaller developments which have neighborhood associations that are either condominium associations governed by Chapter 718 of the Florida Statute or homeowners associations governed by Chapter 720 of the Florida Statute. More particularly described below (in no particular order):

2) **Bridgewater Bay Carriage Home Association, Inc.**
Neighborhood Association governed under FL Chapter 718 - Tax ID level.
(consisting of five neighborhoods totaling 160 doors (see below))
Turtle Bay I Located at Horizon Lane = 16 Doors
Turtle Bay II Located at Horizon Lane = 24 Doors
Turtle Bay III Located at Horizon Lane = 24 Doors
Coconut Bay I Located at Driftwood Lane = 48 Doors
Coconut Bay II Located at Driftwood Lane = 48 Doors

3) **Bridgewater Bay Garden Home Association, Inc.**
Neighborhood Association governed under FL Chapter 718 - Tax ID level.
(consisting of five neighborhoods totaling 144 doors (see below))
Rum Bay I Located on Horizon Lane = 16 Doors
Rum Bay II Located on Horizon lane = 24 Doors
Rum Bay III Located on Horizon Lane = 32 Doors
Treasure Bay I Located on Driftwood Lane = 32 Doors
Treasure Bay II Located on Driftwood Lane = 40 Doors

4) **Mango Bay at Bridgewater Bay Condominium Association, Inc.**
Neighborhood Association governed under FL Chapter 718 - Tax ID level.
(consisting of two neighborhoods totaling 40 doors (see below))
Mango Bay I Located on Windsong Court = 16 Doors
Mango Bay II Located on Windsong Court = 24 Doors

5) **Coral Bay I at Bridgewater Bay Condominium Association, Inc.**
Neighborhood Association governed under FL Chapter 718 - Tax ID level.
(consisting of one neighborhood association located on Twilight Lane totaling 24 doors)

6) **Coral Bay II at Bridgewater Bay Condominium Association, Inc.**
Neighborhood Association governed under FL Chapter 718 - Tax ID level.
(consisting of one neighborhood association located on Twilight Lane totaling 24 doors)

7) **Coral Bay III at Bridgewater Bay Condominium Association, Inc.**
Neighborhood Association governed under FL Chapter 718 - Tax ID level.
(consisting of one condominium association Located on Twilight Lane totaling 24 doors)

Single Family detached homes (two separate home associations totaling 108 doors (see below)

8) **Boca Bay at Bridgewater Bay Neighborhood Association, Inc.**
Neighborhood Association governed under FL Chapter 720 - Tax ID level.
Located entirely on Sundance Circle - 66 Doors

9) **Caneel Bay at Bridgewater Bay Neighborhood Association, Inc.**
Neighborhood Association governed under FL Chapter 720 - Tax ID level.
Located entirely on Sandpiper Lane - 42 doors.