the like, shall be kept within the residence except when in use, and may not be left on driveways or Common Areas overnight. Parking of vehicles on any grassed or landscaped areas is prohibited.

2.9 Maintenance of Common Area. The area of each Lot outside the foundation of the residence located thereon shall be under the exclusive jurisdiction and responsibility of the Association for the purposes of installation, maintenance and replacement of landscaping and utilities. No Owner shall place, or cause to be placed, any landscaping, lighting or structure on any Lot outside the residence or within the area of any privacy walls if such can be viewed from outside of the residence located thereon, without prior written approval of the Architectural Review Committee.

2.10 Clothes Drying; Laundry. No part of the Common Areas, nor any part of a Lot visible from the Common Areas, Country Club Drive, S.W., Bonita Bay Boulevard, or any adjoining parcels, shall be used for the washing, drying, hanging or storage of clothing, towels, blankets or other items of personal property.

2.11 Signs. No signs of any kind shall be displayed to public view on any Lot or Common Area without the prior written approval of the Architectural Review Committee.

2.12 Antennae. No aerial, antenna or satellite receiving dish shall be placed or erected upon any Lot, in any residence, or affixed or exposed from the exterior of any building. The Architectural Review Committee may approve the erection of a common structure which shall serve multiple residences.

2.13 Rubbish Storage. Except during periods of construction by the Developer, no visible rubbish, trash, garbage or other waste materials shall be kept or stored outside of any residence or on the driveway area of any residence. Containers shall not be placed outside the residence or on the driveway area of any residence, except for a reasonable period for refuse pickup to be accomplished.

2.14 Maintenance of Exteriors of Residences. The Association shall clean the roofs of debris; maintain and repair the driveways; and paint or stain exterior surfaces of the residence and appurtenant structures, keeping the appearance of the same in a condition comparable to their condition at the time of their initial construction, except for normal wear, weathering, and damage caused by persons other than the Association. The cost shall be a common expense. Otherwise the maintenance, repair and replacement of the residences and related improvements located on the Lots shall be the responsibility of the owners thereof. The Association shall have a permanent easement for access to the Lots and residences for purposes of performing its maintenance responsibilities.

2.15 Maintenance of Residence. The Owner of each residence shall maintain, repair and replace, at his own expense, all portions of his residence except those portions specifically required to be maintained, repaired and replaced by the Association. By way of illustration, and not limitation, the Owner's responsibility includes roofs, doors, windows, glass, screens, door and window

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This Instrument Prepared By:
John M. Swalm III, Esq.
Forsyth, Swalm & Brugger, P.A.
600 Fifth Ave. S., Suite 210
Naples, Florida 33940

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY H FENLIRON, DC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BURNING TREE VILLAS

THIS DECLARATION made this 17th day of September, 1986, by JOHN N. BRUGGER, Trustee under Land Trust Agreement dated May 20, 1986, hereinafter called the "Declarant," for himself and his successors, grantees, and assigns.

WHEREAS, the Declarant owns certain real property located in Bonita Bay, a Planned Unit Development in Lee County, Florida, which property is described in Exhibit "A" (hereinafter the "Neighborhood"); and

WITNESSETH

WHEREAS, BTV ASSOCIATES, Inc., a Florida corporation, hereinafter the "Developer" presently having its principal place of business in Collier County, Florida, intends to develop the Neighborhood subject to the Declaration of General Protective Covenants and Restrictions for Bonita Bay Unit One, as recorded at O.R. Book 1778, Pages 3516 et seq., Public Records of Lee County, Florida and the Declaration of Protective Covenants and Restrictions for a portion of Tract F, Bonita Bay, Unit One, as recorded at O.R. Book 1858, Pages 4717 et seq. Public Records of Lee County, Florida (both documents being referred to collectively herein as the "General Covenants"); and

WHEREAS, the Declarant has determined that in order to create a quality development, additional restrictions, conditions and covenants should be imposed on the Neighborhood for the preservation of the property values of the Owners therein; and

WHEREAS, to provide a means for meeting certain of the purposes and intents herein set forth, there is to be incorporated under the laws of the State of Florida, BURNING TREE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit (hereinafter the "Association");

NOW THEREFORE, the Declarant and all other persons whose signatures are attached to this Declaration by way of joinder or consent, declare that the Neighborhood, together with such improvements as may hereafter be made thereto, are and shall be owned, used, and conveyed subject to the covenants, conditions, restrictions, and all other provisions of this Declaration, as amended from time to time, which shall run with the land and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Each Owner, by the act of becoming such, shall be taken to have acknowledged and agreed:

A. that the Neighborhood shall be the only property subject to this Declaration; and

B. that nothing contained in this Declaration, or in any recorded or unrecorded plat, map picture, drawing, brochure, or other representation of a scheme of development, shall be construed as subjecting, or obligating Declarant, Developer, the Association, or any successor or assignee to any of them, to subject to this Declaration, or any other Declaration or agreement, any other property or land now or hereafter owned by any of them.

C. The fact that terms or provisions set forth in separate or additional declarations and agreements relating to property or lands other than the Neighborhood may be similar or identical, in whole or in part, to the restrictions set forth in this Declaration shall not be construed to mean that it was intended to subject any additional property or lands to this Declaration or any terms or provisions hereof.

1. DEFINITIONS

1.1 "Architectural Review Committee" means that entity established pursuant to Section 3 of this Declaration to protect the architectural integrity of the Neighborhood and provide a vehicle for seeing to it that all architectural and aesthetic restrictions applicable to the Neighborhood are complied with and enforced.

1.2 "Association" means and refers to BURNING TREE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, its successors; and assigns.

1.3 "Board" means and refers to the Board of Directors of the Association.

1.4 "Common Areas" means and refers to all real property subject to this Declaration, including any improvements and fixtures thereon, which is owned or to be owned by the Association for the common use and enjoyment of its members. The Common Areas include private roads within the BURNING TREE community. Legal descriptions of Common Areas shall be included in Exhibit "A" to this Declaration.

1.5 "Declarant" shall mean and refer to John N. Brugger, Trustee under Land Trust Agreement dated May 20, 1986, with full power to protect, conserve, sell, lease, encumber or otherwise manage and dispose of the real property owned in trust, and with all powers provided by Section 737.402(2), Florida Statutes (1985). The term shall also apply to the successor trustee of said trust, if any, and to any other person who acquires title to land within the Neighborhood for the purpose of Development. The Trustee holds legal title to the Neighborhood for the benefit and security of those persons having an interest in the property. The Trustee shall perform his duties under the Land Trust in accordance with the Trust instrument, and shall have no liability or responsibility under this Declaration for the performance of his duties as Trustee.

1.6 "Developer" means and refers to BTV ASSOCIATES, INC., a Florida corporation. The term "Developer" shall also refer to any successors in interest to the Developer's rights and duties under this Declaration.

1.7 "Family" means the Owner, primary occupant or lessee of a residence, that person's spouse, if any, and their unmarried children under age twenty-three (23), if any. All other persons present in or occupying a residence are "guests."

1.8 "Member" means and refers to any or all of those persons who are entitled to membership in the Association as provided in the Association's Articles of Incorporation and this Declaration.

1.9 "Owner" means and refers to any or all persons or entities who are the record owner of any fee interest in the Lots, their heirs, successors, legal representatives and assigns, excluding those having such interest merely as security for the performance of an obligation.

1.10 "Residence" or "Living Unit" means and refers to the single family residential dwelling constructed on any Lot. The Developer reserves the right to determine how many and what types of Living Units will be constructed.

1.11 "Lot" means and refers to any or all of the residential sites which may be included in the Neighborhood. As the location and configuration of each Lot is determined, the Developer will amend Exhibit "B" to include a legal description of the Lot.

1.12 "Structure" means and refers to that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof".

1.13 "Unit" means and refers to a residence together with the Lot on which it is located.

2. GENERAL RESTRICTIONS AND MAINTENANCE REQUIREMENTS.

2.1 Use and Occupancy Restrictions.

A. The Neighborhood shall be used for unattached or attached single-family residences in clusters of not more than four (4) residences, and for no other purpose. No business buildings may be erected in the Neighborhood and no business may be actively conducted from any residence. Notwithstanding the foregoing, the Developer may use one or more residences as a sales office or model for sales.

B. Where legal title to a Lot is held by a trustee, other than Declarant, or by a corporation, partnership or other entity which is not a natural person, the Owner shall, by certificate delivered to the Secretary of the Association, designate one (1) natural person as the primary occupant of the residence. There may be no more than one change of designation in any twelve (12) month period. In the absence of the designated primary occupant and his family, no other family or individual may permanently or regularly occupy the residence unless the residence is leased.

C. There shall be no more than four (4) permanent residents of any two (2) bedroom residence, and no more than six (6) permanent residents of any residence containing three (3) or more bedrooms. In addition, two (2) occasional guests may be permitted to occupy a residence. There is no minimum age restriction.

D. No residence may be sold or used on a "time share" basis, i.e where the residence is owned by two or more unrelated persons who take turns using it.

2.2 Size of Building and Building Height.

A. The minimum air conditioned floor area per residence shall be 1,450 square feet. Garages, porches, patios and terraces and other similar areas or structures shall not be taken into account in calculating the minimum area required.

B. No building or structure may exceed twenty-five (25) feet above the finished grade, as measured from the finished grade or the minimum base flood elevation required by the Lee County Flood Elevation Ordinance, whichever is greater.

2.3 Landscaping. Prior to making any change, variation or deviation from the approved Common Area master plan, the Association shall obtain written approval for the change, variation or deviation, from the DECLARANT under the General Covenants.

2.4 Leases. No Owner shall lease or rent his residence for a term of less than thirty (30) days.

2.5 Garages. Each residence shall contain an enclosed automobile garage for at least two vehicles. No garage shall be converted to any other use without the prior written approval of the Architectural Review Committee. All garage doors must be equipped with automatic door openers and closers so that when ingress and egress to the garage is not desired, the garage doors shall remain closed. Repair of vehicles shall be permitted only inside the garage.

2.6 Storage Areas. No unenclosed exterior storage area shall be permitted and no enclosed storage area or structure shall be erected without approval of the Architectural Review Committee.

2.7 Pets. Commonly accepted household pets such as dogs, cats, fish and birds may be kept, subject to reasonable regulation by the Association. All animals shall be contained on the Owner's residence and shall not be permitted to roam free. Commercial activities involving animals are prohibited. If any pet, including a dog, constitutes a nuisance in the opinion of the Board, then the Owner, upon written notice, shall immediately remove said pet from the premises.

2.8 Parking; Storage of Vehicles and Personal Property. The overnight parking of any vehicle on the private roads of the Neighborhood is prohibited. Boats, trailers, trucks, vans, campers, recreational vehicles, motor homes, and similar vehicles must be kept (if at all) in the Owner's garage. No trucks, vans, or other commercial vehicles shall be parked on roadways or in driveways except while providing services to residences or the Common Areas, and then only for the time reasonably necessary to perform such services. Personal property of Owners, including bicycles, motorcycles, mopeds, golf carts, and

the like, shall be kept within the residence except when in use, and may not be left on driveways or Common Areas overnight. Parking of vehicles on any grassed or landscaped areas is prohibited.

2.9 Maintenance of Common Area. The area of each Lot outside the foundation of the residence located thereon shall be under the exclusive jurisdiction and responsibility of the Association for the purposes of installation, maintenance and replacement of landscaping and utilities. No Owner shall place, or cause to be placed, any landscaping, lighting or structure on any Lot outside the residence or within the area of any privacy walls if such can be viewed from outside of the residence located thereon, without prior written approval of the Architectural Review Committee.

2.10 Clothes Drying; Laundry. No part of the Common Areas, nor any part of a Lot visible from the Common Areas, Country Club Drive, S.W., Bonita Bay Boulevard, or any adjoining parcels, shall be used for the washing, drying, hanging or storage of clothing, towels, blankets or other items of personal property.

2.11 Signs. No signs of any kind shall be displayed to public view on any Lot or Common Area without the prior written approval of the Architectural Review Committee.

2.12 Antennae. No aerial, antenna or satellite receiving dish shall be placed or erected upon any Lot, in any residence, or affixed or exposed from the exterior of any building. The Architectural Review Committee may approve the erection of a common structure which shall serve multiple residences.

2.13 Rubbish Storage. Except during periods of construction by the Developer, no visible rubbish, trash, garbage or other waste materials shall be kept or stored outside of any residence or on the driveway area of any residence. Containers shall not be placed outside the residence or on the driveway area of any residence, except for a reasonable period for refuse pickup to be accomplished.

2.14 Maintenance of Exteriors of Residences. The Association shall clean the roofs of debris; maintain and repair the driveways; and paint or stain exterior surfaces of the residence and appurtenant structures, keeping the appearance of the same in a condition comparable to their condition at the time of their initial construction, except for normal wear, weathering, and damage caused by persons other than the Association. The cost shall be a common expense. Otherwise the maintenance, repair and replacement of the residences and related improvements located on the Lots shall be the responsibility of the owners thereof. The Association shall have a permanent easement for access to the Lots and residences for purposes of performing its maintenance responsibilities.

2.15 Maintenance of Residence. The Owner of each residence shall maintain, repair and replace, at his own expense, all portions of his residence except those portions specifically required to be maintained, repaired and replaced by the Association. By way of illustration, and not limitation, the Owner's responsibility includes roofs, doors, windows, glass, screens, door and window

hardware, air conditioning compressors, patio, and pool and related equipment (if any). Painting of the outside of exterior walls of the residence, however, is an Association responsibility, and the Association shall determine the outside color scheme for the entire project.

2.16 Completion of Neighborhood. Developer shall undertake the work of developing all Lots and residences within the Neighborhood. The completion of that work, or the sale, lease, or other disposition of residences, is essential to the establishment and welfare of the Neighborhood as an ongoing residential community. In order that such work may be completed and the Neighborhood established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, or the employees, contractors or sub-contractors of Developer, or of Declarant's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the establishment of the Neighborhood as a residential community. As used in this paragraph, the words, "Declarant's transferees" specifically exclude purchasers of Lots improved with completed residences.

2.17 Statement of Intent. It is the Declarant's intention that all matters related to the initial planning, design, sales, and construction of buildings and improvements in BURNING TREE be conducted, managed and controlled, by the Developer. All matters related to the governance and operation of completed improvements shall be subject to the approval and control of the Association.

3. ARCHITECTURAL AND AESTHETIC CONTROL.

3.1 General. Except for the initial construction of residences and related improvements by the Developer, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, Lot or Common Area be performed without the prior written approval of the Architectural Review Committee (hereinafter called the "A.R.C."). In obtaining said written approval, Owner, or any other person applying, shall comply with all applicable requirements and procedures of the General Covenants, this Declaration, and the By-Laws of the Association. No. A.R.C. approval may be given until all requirements of the General Covenants have been met.

3.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Association shall be administered and performed by the A.R.C. The A.R.C. shall consist of not less than three (3) individuals. The term of office, composition, compensation (if any), qualifications and meeting procedures of the A.R.C. shall be as provided by the By-Laws of the Association. Provided, however, Developer shall have the right, so long as it owns at least one Lot in the Neighborhood for sale in the ordinary course of business, to appoint all of the members of the A.R.C., or such lesser number as it may choose.

3.3 Powers and Duties. In addition to such powers and duties, if any, delegated to the A.R.C. by the By-Laws of the Association, the A.R.C. shall have the power and duty to:

A. Propose the adoption, modification or amendment of written Architectural/Aesthetic Criteria, which shall set forth such things as landscape material, colors and materials which the A.R.C. finds acceptable. Said Criteria shall be consistent with provisions of this Declaration and shall not be effective until adopted by the Board at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any adoption, modification or amendment to the Architectural/Aesthetic Criteria, including a verbatim copy of such adoption, modification or amendment, shall be mailed to each member of the Association at least 14 days prior to the meeting at which such adoption, modification or amendment is acted upon;

B. Require submission to the A.R.C. of three (3) complete sets of plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which in any way alters the exterior appearance of any structure, Lot, or Common Area. The A.R.C. may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may be necessary for the A.R.C. to fully evaluate the proposed work;

C. Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, Lot or Common Area. All decisions of the A.R.C. shall be submitted in writing to the Board, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President, or any Vice President of the Association. Any Person aggrieved by a decision of the A.R.C. shall have the right to make a written appeal to the Board within thirty (30) days of such decision. The determination of the Board upon review in any such decision shall, in all events, be final;

D. Adopt a schedule of fees for processing requests for A.R.C. review of proposed changes. Such fees, if any, shall be payable to the Association at the time the request is submitted to the A.R.C., and shall not exceed the estimated actual cost of such review.

E. Adopt a procedure for inspecting approved changes during the after construction to insure conformity with approved plans.

4. ASSOCIATION. The administration, management and (eventually) the ownership of the Common Areas shall be by BURNING TREE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

4.1 Articles of Incorporation. The Articles of Incorporation are attached as Exhibit "C".

4.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached as Exhibit "D", as they may be amended from time to time.

4.3 Delegation of Management. The Association may contract for the management and maintenance of the Neighborhood and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in these documents.

4.4 Membership. The membership of the Association shall be comprised of Owners of Lots, as further provided in the Articles of Incorporation.

4.5 Board of Directors. Except as otherwise specifically provided by law or herein, the Association shall act through its Board of Directors and its officers. No vote of the members of the Association is required to enable the Board to exercise all the powers and duties granted to it unless such vote of the members is specifically required. The officers and Directors of the Association have a fiduciary relationship to the members. An Owner does not have authority to act for the Association by virtue of being an Owner.

4.6 Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation, and the By-Laws. The Association may contract, sue, or be sued with respect to the exercise or nonexercise if its power. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual residence owner or class of Owners to bring any action which may otherwise be available.

4.7 Fiscal Matters. The Association shall maintain financial records according to good accounting practices. The records shall be open to inspection by Owners or their authorized representatives at reasonable times, and copies of the Association's financial reports shall be supplied at least annually to owners or their authorized representatives as provided in the By-Laws. The records shall include, but are not limited to the following:

A. A record of all receipts and expenditures;

B. An account for each Lot and residence designating the name and current mailing address of the owner, the amount of each assessment, the dates and amounts in which assessments come due, the amounts paid on account, and the balance due.

4.8 Association As Owner. The Association has the power to purchase Units, and to acquire and hold, lease, mortgage, and convey them.

4.9 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners. A copy of the up-to-date roster shall be available to any Owner upon request.

4.10 Limitation on liability. Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable to Owners for property damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

4.11 Assignment of Approval Powers. At such time as neither the Declarant nor any Developer shall any longer hold property in BURNING TREE for sale in the ordinary course of business, or at such earlier time as they may elect, all rights of Declarant or Developer to approve, disapprove or control the disposition of any matter dealt with in this Declaration shall automatically devolve upon and be assigned to the Association.

5. COVENANTS FOR ANNUAL AND SPECIAL ASSESSMENTS.

5.1 Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot within the Neighborhood, hereby covenants, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

A. the Lot's share of annual assessments based on the Lot's pro rata share of the annual budget for the Association.

B. the Lot's share of special assessments for capital improvements or other valid Association expenditures not provided for by annual assessments; and

C. any charges against less than all of the Lots specifically authorized in this Declaration or the Association By-Laws.

Assessments shall be established and collected as provided herein and in the By-Laws of the Association. The covenant in this Section shall not constitute a guarantee, or promise of any kind by Declarant to pay any assessment or other obligation of any Owner other than Declarant. Each of the above, together with interest and costs of collection, including reasonable attorney's fees, which includes those resulting from any appellate proceedings, shall also be the personal obligation of the Owner of the Unit at the time such assessment came due, and any past due assessments shall also be the personal obligation of each person who becomes an Owner of the Unit. Each Owner, by acceptance of a deed, is personally covenanting and agreeing to pay any such obligation coming due prior to or during the time of his ownership and such personal obligation shall survive any conveyance. Joint owners shall be jointly and severally liable.No

Owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in this Declaration as to the Declarant, Developer and as to foreclosing first mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused.

5.2 Assessments. The Association shall also have the duty and responsibility for collecting and timely remitting to Bonita Bay Community Association any and all assessments for Annual Operating Expenses and other charges as provided in the General Covenants.

5.3 Purpose of Assessments. Assessments levied by the Association shall be used to promote and protect the health, safety and welfare of the residents of the Neighborhood; to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Areas owned by the Association exclusively for the benefit of its members, their guests, tenants and invitees; and to maintain, repair, replace or preserve the exterior of the residences. If the need for maintenance or repair of any of the above is caused by the negligence or willful act of the Owner, his family, tenants, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner is subject.

5.4 Share of Expenses. The share of assessments payable by the Owner of any particular Living Unit shall be a fraction, the numerator of which is one (1), and the denominator of which is the total number of completed Living Units included within the Neighborhood.

5.5 Developer's Guarantee of Assessments and Share for Living Units Owned by It. The Developer guarantees that assessments against each Lot for all Association purposes (excluding assessments) will not exceed $129.00 per month per Villa while the Developer controls the Association. During this period, the Declarant shall not be required to pay assessments for Lots and residences owned by it, but the Developer shall pay that portion of all Association expenses actually incurred which exceeds the amounts assessed against other Owners at the guaranteed level. After this guarantee period, the Declarant shall be obligated to pay the same assessments as any other Owner for unsold residences which have been completed, but shall have no obligation to pay assessments for Lots upon which not completed residence exists.

5.6 Assessments by Outside Entities. Notwithstanding the provisions of Sections 5.4 and 5.5 above, utility charges and Bonita Bay Community Association assessments will be assessed and payable according to the General Covenants. The Developer will pay all such expenses for all Lots and Living Units owned by Declarant.

5.7 Certificate. The Association shall, within fifteen (15) days of demand for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate may be relied upon by any person other than the Owner as conclusive evidence of payment of any assessment therein stated to have been paid.

5.8 Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment, installment or charge thereon is not paid it shall bear interest from the due date at the highest lawful rate until paid. The Association has a lien on every Unit to secure the payment of all assessments and sums coming due up to the date of the satisfaction or other discharge of the Claim of Lien hereinafter mentioned, together with any late charges, interest at the highest lawful rate from the date of delinquency, and all costs of collection, including reasonable attorney's fees, which includes those resulting from appellate proceedings, which may be incurred by the Association in enforcing this lien and the costs of performing any other work required to enforce compliance with this Section. The Association may bring an action at law against an Owner to compel payment his personal obligations to the Association, or it may foreclose the lien against his Unit. An Owner against whom any proceeding is successfully brought shall pay all costs of collection, including reasonable attorney's fees, which includes those resulting from appellate proceedings.

5.9 Lien Perfection Procedure. Liens for delinquent assessments may be perfected by recording a Claim of Lien in the Public Records of Lee County, Florida, and shall be prior to and superior to the creation of any homestead status on the property and except as provided below, superior to any subsequently recorded liens or encumbrances. Such Claims of Lien shall be in the form, and may be foreclosed in the manner, provided in Section 718.116 of the Florida Condominium Act as amended from time to time.

5.10 Relative Priority of Liens and Mortgages. The Association's lien for unpaid assessments shall be subordinate and inferior to any recorded first mortgage, unless the Association's Claim of Lien was recorded prior to the mortgage, but shall be superior to any other mortgage regardless of when recorded. Any lease of a residence shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. In the event of the foreclosure of a recorded first mortgage, the abovementioned subordination shall apply only to the assessments which were due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the property or the new Owner thereof from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6. RESTRICTIONS ON SALE, CONVEYANCE AND LEASE.

6.1 General. In order to maintain a community of congenial and financially responsible Owners, to inhibit transiency and to protect the value of the residences within the Neighborhood, the conveyance, transfer and leasing of residences shall be subject to the provisions of this Section 6. Any conveyance, transfer or lease which is not in accordance with these provisions shall be void, unless subsequently approved in writing by the Association.

A. Sale or Lease. No Owner may convey, transfer or dispose of his residence, or any interest therein, by sale, lease or otherwise (except to the spouse, children, or grandchildren or parents of such Owner) without prior written approval of the Board, which approval shall be obtained in the following manner:

1. Notice to Association. Each and every time an Owner intends to make a sale or lease of his residence, or any interest therein, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease, and such other information as the Association may reasonably require, on forms, if any, supplied by the Association (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser or lessee produced by the Association that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association or his designee, who shall give a receipt therefor upon request.

2. Association's Election. Within thirty (30) days after receipt of the Notice, the Board shall either approve the Offering ("Approval") or, in the case of a proposed sale, deliver to the Offeror by written notice (the "Substitution Notice") the name and address of an approve purchaser to accept the terms of the Offering (the "Substituted Purchaser"). In the case of a proposed lease which the Association disapproves, the Association shall give written notice of such disapproval within fifteen (15) days after the receipt of the Notice and shall not be required to substitute a lessee. The lease proposed in the Offering shall not be made.

a) The Certificate of Approval shall be in writing in recordable form signed by the President or Vice President' and it shall be delivered to the proposed purchaser named in the Offering. Failure of the Board to grant Approval or to furnish a substitute Purchaser within thirty (30) days with respect to a sale after the Notice is given shall constitute Approval of the Offering, and the Association shall be required to promptly prepare and deliver the Certificate of Approval to the purchaser of the Offeror named in the Offering. Failure to take action upon a proposed lease within fifiteen (15) days shall constitute approval of the lease.

b) If the Association furnishes the Offeror with the Substitution Notice, the Offeror shall be deemed to have made the Offering to the Substituted Purchaser; provided, however, that the Substituted Purchaser shall have not less than thirty (30) days subsequent to the date of Substitution Notice to consummate the transaction. Offeror shall be obligated to consummate the Offering with the Substituted Purchaser upon terms no less favorable than the terms stated in the Offering. The Offeror shall not be relieved of such obligation except upon the written

consent of the Association and the Substituted Purchaser. At or before closing with the Substituted Purchase, the Association shall deliver its Certificate of Approval.

c) If the Substituted Purchaser furnished by the Association shall default in his obligation to purchase the residence, then the Association shall be required to prepare and deliver the Certificate of Approval to the purchaser named in the Offering.

d) Notwithstanding the provisions of this Section 6.1(A), the Association shall not be required to furnish an Approval or a Substituted Purchaser if the intended purchaser or transferee would not otherwise be eligible to own. Further, no Approval need be given for a sale or lease unless and until all past due assessments are paid or payment provided for to the satisfaction of the Association.

B. Gift, Devise or Inheritance.

1. Notice to Association. Any person who has obtained title to a residence by gift, devise or inheritance or by any other method not heretofore considered (except for the spouse, parents or children of the last previous Owner of such residence) shall give to the Association notice thereof together with such information concerning the person(s) obtaining title as may be reasonably required by the Association, and a certified copy of the instrument by which title was obtained. If notice is not given to the Association, then after receiving knowledge thereof the Association shall proceed in accordance with the following subparagraph 2 as if it had been given such notice on the date of receipt of such knowledge.

2. Within thirty (30) days after receipt of the aforementioned notice or knowledge, the Association, by the Board, shall have the right either to approve or disapprove the continued ownership of such Owner. Approval of the Association shall be by Certificate of Approval delivered to the person who has obtained title. In the event the Association fails to take any action pursuant to this subparagraph within the thirty (30) day period, such failure to act shall be deemed to constitute approval and the Association shall deliver the Certificate of Approval to the person who has obtained title. If the Association disapproves the continuation of ownership, it shall so advise in writing, and within the thirty (30) day period, shall notify the person who has obtained title of an approved purchaser who will purchase the respective residence at its fair market value. The fair market value of the residence will be determined by the arithmetic average of two appraisals by M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, and one by the person holding title. All costs for such appraisal shall be paid by the party selecting the appraiser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Immediately upon notification to the person holding title that the Association has a purchaser for the respective

residence, the person holding title and such purchaser shall execute a contract providing for the transfer of such residence in accordance with the terms of this Declaration. If the person holding title refuses to execute such a contract or comply with such a contract the Association shall have the right to evict such Owner, his family members, guests or lessees from the residence with or without legal notice and with or without the institution of any legal proceedings whatsoever.

3. If the purchaser furnished by the Association pursuant to the subparagraph immediately preceeding shall default in his obligation to purchase such residence, then the Association shall be required to approve the continued ownership of the person then holding title, and shall issue and deliver the Certificate of Approval.

6.2 Developer's Rights. Nothing in this Section 6 shall be construed to limit or restrict the Developer's right to sell, lease, mortgage or convey any residence or Lot owned by it to any person or entity the Developer may choose, and no Association approval shall be required for such transactions. Said Developer shall have the right to transact upon the property any business necessary to consummate the sale of Lots, including, but not limited, to, the right to maintain models, have signs, staff employees, maintain a sales office, use the common areas and show residences. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Association property and shall remain the property of the Developer.

6.3 Mortgagee's Rights. This Section shall not apply to the acquisition of title to a unit by a mortgagee who acquires title through the mortgage.

7. INSURANCE OF RESIDENCES; RECONSTRUCTION AFTER CASUALTY.

7.1 Duty to Insure and to Reconstruct. Each Owner shall at all times maintain casualty insurance on his residence and all other insurable improvements in an amount equal to the full replacement cost thereof. If any residence or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within sixty (60) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and boundary of the original improvements, and shall be structurally compatible with any adjoining improvements which share a party wall as that term is defined in Section 8.1 below.

7.2 Failure to Reconstruct. If the Owner of any Lot fails to commence or complete construction to repair to repair or replace any damaged or destroyed improvement within the time periods provided for in Section 7.1 above, the Association shall give written notice to the Owner of his default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his

obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this Section, which shall be in the sole discretion of the Board of Directors, the Owner(s) of the Lot shall be deemed to have assigned to the Association any right they may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the Owner of the residence any costs not paid by insurance, and shall have a lien on the Lot and residence to secure payment.

7.3 Failure to Insure; Association as Co-Insured. For the purpose of this Section 7, each Owner of a Lot within the Neighborhood agrees that the Association shall be named as a co-insured under any hazard and/or flood insurance policy relating to his Lot and improvements constructed thereon. Further, the Association may require the repair or replacement of the improvements, taking into account local construction costs and property values as they may, from time to time exist. If an Owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Association may but is not obligated to, purchase whatever coverage it deems reasonable necessary for the Association' benefit. The Association has the right to require each owner to produce proof of insurance. The costs so incurred by the Associatin shall become due and payable by the owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Association notifying the Owner, in writing that it has procured such insurance.

7.4 Association's Right of Entry. For the purpose of performing the duties authorized by this Section 7, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the Owner, to enter upon the Lot or residence at reasonable hours.

8. PARTY WALLS.

8.1 Definition. Each wall which is built as part of the original construction of the residences within the Neighborhood and placed on the dividing line between the Lots shall contitute a party wall, and, to the extent not inconsistent with the provisions of this Section 8, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

8.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they

shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the other under any rules of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of or to the exclusion of, the rights of the Association under Section 7 above.

8.4 Weatherproofing. Notwithstanding any other provision of this Section 8, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

8.5 Contribution. The right of any Owner to contribution from any other Owner(s) under this Section 8 shall be appurtenant to the land and shall pass to such Owner's successors in title.

8.6 Binding Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration under Chapter 682, Florida Statutes. Each party shall choose one arbitrator, and the arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

9. ASSOCIATION INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the discretion of the Board, an insurance trustee, individually and as agent for the Association and the Owners without naming them, and their mortgagees.

9.2 Required Coverage. The Association shall maintain adequate liability insurance and casualty insurance covering all buildings and other insurable improvements within the Common Areas in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford protection against:

A. Property. Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

B. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

C. Automobile. Automobile liability for bodily injury and property damage for all owned and/or non-owned motor vehicles in such limits of protection and with such coverage as shall be required by the Board of Directors of the Association.

D. Workers Compensation. The Association shall maintain Worker's Compensation insurance on at least a minimum premium basis.

9.3 Optional Coverage. The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and Owners.

9.4 Description of Coverage. A detailed summary of the coverage included in the master policies shall be available for each Owner. The master policies shall be available for inspection by Owners upon request.

9.5 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its rights to subrogate as to any claim against Owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.6 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and all proceeds shall be payable to the Association.

9.7 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Association's common surplus. No mortgagee shall have the right to demand that such excess proceeds be applied to its mortgage.

9.8 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the residences.

10. PROPERTY RIGHTS; EASEMENTS.

10.1 Use of Common Areas. Every Owner shall have a right and a non-exclusive easement of enjoyment in, to and over the Common Areas, together with a non-exclusive easement of ingress and egress over the private roads described in Section 1.4 hereof, which easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

A. The right of the Association to levy assessments for the upkeep, maintenance, repair or betterment of any improvement situated upon the Common Areas;

B. The right of the Association to suspend the voting rights of the Owner for any period during which an assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or this Declaration, after notice and hearing by the Board;

C. The right of the Declarant or the Association to dedicate or transfer or grant an easement under and through any portion of his driveway located on the Common Areas to any public or private agency, authority, or utility for such purposes and subject to the Association's right and duty to maintain and repair the driveway.

D. Ownership of a Lot shall entitle the Owner to an exclusive easement over the Common Areas for any portion of his driveway located thereon.

10.2 Encroachments. If any residence or portion thereof, or any other improvement constructed by the Developer, encroaches upon any Common Areas, or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or if any Common Area encroaches upon any residence or Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

10.3 Title to Common Areas. Declarant, will initially retain the legal title to the Common Areas. On or before the date when owners other than the Developer first elect a majority of the Board of Directors, Declarant shall convey the Common Areas to the Association and the Association shall accept such conveyance subject to taxes for the year of conveyance and to mortgages, restrictions, limitations, conditions, reservations and easements of record, the Association shall be responsible for the maintenance and administration of the Common Areas, and for the payment of taxes assessed against the Common Areas and any improvements and personal property thereon accruing from and after the date of such recordation. The conveyance of the Common Areas may be accomplished in phases or stages as construction proceeds. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build. The Declarant may convey property ot the Association in either an improved or an unimproved condition, with or without any specific restrictions on its use consistent with this Declaration, and the Association must accept such property. The Association shall not, without its consent, be required to pay or be responsible for any mortgage or lien encumbering such property.

10.4 Partition; Separation of Interests. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall Developer, or any Owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Lot and Residence owned in cotenancy. The ownership of a Lot and the ownership of any residence located thereon cannot be separated or separately conveyed.

10.5 Utility and Other Easements. The Declarant (during any period in which the Declarant has any ownership interest in the Neighborhood) and the Association shall each have the right to grant such electric, telephone, gas, sprinkler, irrigation, drainage, cable television or other utility easements, and to relocate any existing easement in any portion of the Neighborhood and to grant access easements and to relocate any existing access easements in any portion of the Neighborhood as the Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the Neighborhood, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements, the relocation of existing easements and maintenance and repair of utility lines and installations within the easements, will not prevent or unreasonably interfere with the use of the Lots and residences for dwelling purposes.

10.6 Easement for Pedestrian, Emergency and Maintenance Access. All portions of the Lots located outside of the Living Units located on the Lots shall be subject to a non-exclusive easement in favor of all Owners and the Association, for pedestrian access, ingress and egress to other Lots for purposes of maintenance of, and emergency access to, the Living Unit and the areas surrounding the Living Unit.

10.7 Easements for Lateral and Subjacent Support. Each Lot and Living Unit shall be subject to easements for lateral and subjacent support in favor of adjoining Lots and Living Units.

11. OBLIGATIONS OF OWNERS.

11.1 Each Owner and the Association shall be governed by and shall comply with the provision of the Declaration, the documents creating the Association, the By-Laws, and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by an Owner against:

A. The Association.

B. An Owner.

C. Any Member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

Each Owner is fully responsible to the Association for the conduct of any person occupying his residence with his knowledge or consent.

11.2 Attorney's Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the requirements of this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

11.3 No Waiver. The failure of the Association or any Owner to enforce any covenant, restriction or other provisions of this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

12. AMENDMENT.

12.1 Vote Required. This Declaration may be amended by concurrence of two-thirds (2/3) of the voting interests at any annual or special meeting of the members; or by approval in writing of members having not less than two-thirds (2/3) of the voting interests in the Association without a meeting; provided notice of the proposed amendment has been given to the members and the notice contains a fair statement of the nature and effect of the proposed amendment. As long as there is a Class B Member, this Declaration may be amended by action of the Board of Directros, without need for a vote of the Class A Members.

12.2 Certificate of Amendment; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the officers of the Association (or by the Declarant, where applicable) with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

12.3 Limitations. No amendment may be made which adversely affects the rights of the Declarant or Developer granted herein without the written consent of the Declarant or Developer. No amendment shall increase the proportion or percentage set forth in Section 5.4 above by which any Owner shares in the payment of expenses of the Association, without the consent of that Owner and the holders of all recorded liens upon the residence of that Owner.

12.4 Amendments to Enlarge or Reduce Size of Neighborhood. The Declarant hereby reserves the right but not the obligation, to amend this Declaration to exclude land and reduce the number of Lots, or to include additional lands or phases within the Neighborhood and to create and sell additional Lots. Any such amendments may be made by the Declarant alone, without any requirement to obtain consent or joinder by the Association, Owners or mortgagees. The legal description of the Neighborhood may be changed by a duly recorded amendment. Title to any Common Areas which are to be added to the Neighborhood as part of the addition of subsequent phases shall be conveyed to the Association as set forth in Section 10.3 above. The Declarant and its successors and assigns, shall have easements over across and through the Common Areas and Roads of the Neighborhood for access and utility service to and from any lands whether or not owned by the Declarant and whether or not included in the Neighborhood.

12.5 Description of Lots and Common Areas. Because the exact size and location of the Lots cannot necessarily be determined until purchasers have made a choice of the size and type of residence to be constructed thereon, the Declarant shall have the right to unilaterally amend this Declaration from time to time for the purpose of including the legal descriptions of the Lots, as they are created, as exhibits to this Declaration, as well as the legal descriptions of the Common Areas to be conveyed to the Association. No such

amendment shall require the consent of the Association or any mortgage holder or Owner other than the Declarant.

13. GENERAL PROVISIONS.

13.1 Conflict. If there is any conflict among the provisions of the General Covenants and the provisions of this Declaration, the Declarant under the General Covenants or its successors and assigns shall have the right and the power to resolve any such conflict, and its decision shall be final.

13.2 Waiver. Any waiver by the Association, Developer or Declarant of any provision of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

13.3 Declaration Runs With the Land. The covenants, conditions, restrictions and other provisions under this Declaration, as it is amended from time to time, shall run with the land and bind the property within the Neighborhood and shall inure to the benefit of, and be enforceable by, the Declarant, the Association or the Lot Owners for a term of thirty (30) years from the date this Declaration is recorded, after which time, these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated by the recordation of a written instrument executed by the then Owners of two-thirds (2/3) of the Lots agreeing to the termination.

13.4 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

13.5 Abatement of Violations. Violation or breach of any covenant restriction contained herein shall give Declarant, the Developer, or the Association, their respective legal representatives, assigns and successors, in addition to all other remedies, the right to enter upon any Lot where such violation or breach exists after reasonable notice to the Owner (except in emergencies) and summarily abate or remove, at the expense of the Owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein shall be deemed to affect or limit the right of the Owners of any Lot within the Neighborhood to enforce the provisions of this Declaration by appropriate judicial proceedings.

13.6 Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation or any provision hereof. any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity. Any party to a proceeding who succeeds in enforcing any

provision of this Declaration or enjoining violation or breach of any provision hereof against an Owner or the Association shall be entitled to reimbursement of reasonable attorney's fees and court costs (including those resulting from appellate proceedings) by such Owner.

13.7 Headings. The headings of Sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

IN WITNESS WHEREOF, the Declarant, does hereby execute this Declaration of Covenants, Conditions and Restrictions this 17th day of September, 1986.

Witness

Witness

By: _____
John N. Brugger, Trustee

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17th day of Sept, 1986, by JOHN N BRUGGER, TRUSTEE

Notary Public (SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 23 1987
BONDED THRU GENRAL INSURANCE UND

EXHIBIT "A"

LEGAL DESCRIPTION

Commencing at the southwest corner of Tract "F" of "BONITA BAY UNIT ONE" according to the plat thereof as recorded in Plat Book 36, pages 101 through 112, Public Records of Lee County, Florida; thence along the westerly boundary line of said Tract "F" and the easterly right-of-way line of Country Club Drive (SW) as shown on said plat of "BONITA BAY UNIT ONE"in the following (2) two described courses;

1) northwesterly 344.88 feet along the arc of a circular curve concave to the southwest, having a radius of 520.00 feet and being subtended by a chord which bears North 11°-40'-00" West 338.59 feet;

2) North 30°-40'-00" West 16.00 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue along said westerly boundary line and said easterly right-of-way line in the following (4) four described courses;

1) North 30°-40'-00" West 341.00 feet;

2) northwesterly 287.98 feet along the arc of a tangential circular curve concave to the northeast, having a radius of 550.00 feet and being subtended by a chord which bears North 15°-40'-00" West 284.70 feet;

3) North 0°-40'-00" West 150.00 feet;

4) northerly, northeasterly and easterly 78.54 feet along the arc of a tangential circular curve concave to the southeast, having a radius of 50.00 feet and being subtended by a chord which bears North 44°-20'-00" East 70.71 feet to a point on the northerly boundary line of said Tract "F" and the southerly right-of-way line of Bonita Bay Boulevard (SW) as shown on said plat of "BONITA BAY UNIT ONE";

thence along said northerly boundary line and said southerly right-of-way line in the following (3) three described courses;

1) North 89°-20'-00" East 43.40 feet;

2) northeasterly 323.21 feet along the arc of a tangential circular curve concave to the northwest, having a radius of 920.00 feet and being subtended by a chord which bears North 79°-16'-08"" East 321.55 feet;

3) North 69°-12'-16" East 52.99 feet;

thence leaving said northerly boundary line and said southerly right-of-way line, South 66°-34'-39" East 78.59 feet;

thence South 2°-15'-00" East 483.29 feet;

thence South 29°-00'-00" West 163.69 feet;

thence South 36°-15'-00" West 128.43 feet;

thence South 55°-30'-00" West 83.00 feet;

thence South 61°-45'-00" West 83.00 feet to a point on said westerly boundary line of Tract "F" and said easterly right-of-way line of Country Club Drive (SW) and the Point of Beginning of the parcel herein described;

being a part of Tract "F" of "BONITA BAY UNIT ONE" (P.B. 36, pages 101-112) Lee County, Florida;

subject to easements and restrictions of record;

containing 7.79 acres more or less.

JENKINS & CHARLAND INCORPORATED
Consulting Engineers

Structural — Civil

Common Area Parcel A-1 of Burning Tree Villas

Beginning at the southwest corner of Parcel F of Bonita Bay Unit One as recorded in Plat Book 36, pages 101 through 112, Public Records of Lee County, Florida; thence along the westerly boundary line of Parcel F 344.88 feet along the arc of a curve to the left having a radius of 520.00 feet, a central angle of 38°00'00", a chord of 338.59 feet and a chord bearing of North 11°40'00" West; thence North 30°40'00" West, 16.00 feet to the southwest corner of parcel F-1; thence along said westerly boundary line North 30°40'00" West, 260.16 feet to the POINT OF BEGINNING of common area A 1; thence along said westerly boundary line North 30° 40'00" West 37.63 feet to a point, thence North 54°50'29" East, 111.19 feet to a point, thence 10.51 feet along the arc of a curve to the left having a radius of 440.50 feet, a central angle of 01°22'01", a chord of 10.51 feet and a chord bearing of South 35°50'26" East; thence 51.86 feet along the arc of a curve to the left having a radius of 194.69 feet, a central angle of 15°15'40", a chord of 51.70 feet and a chord bearing of South 37°35'10" West to a point; thence 66.66 feet along the arc of a curve to the right having a radius of 130.00 feet, a central angle of 29°22'40", a chord of 65.93 feet and a chord bearing of South 44°38'40" West to the POINT OF BEGINNING.

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3559 N.W. 53rd Street Fort Lauderdale, FL 33309 (305) 484-7777

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INCORPORATED
Consulting Engineers

Structural — Civil

Common Area Parcel A-2 of Burning Tree Villas

Beginning at the southwest corner of Parcel F of Bonita Bay Unit One as recorded in Plat Book 36, pages 101 through 112, Public Records of Lee County, Florida; thence along the westerly boundary line of Parcel F 344.88 feet along the arc of a curve to the left having a radius of 520.00 feet, a central angle of 38°00'00", a chord of 338.59 feet and a chord bearing of North 11°40'00" West; thence North 30°40'00" West, 16.00 feet to the southwest corner of parcel F-1; thence along said westerly boundary line North 30°40'00" West, 240.16 feet to the point of intersection of said westerly boundary line with a centerline of an entrance road; thence along said centerline 76.91 feet along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 29°22'40", a chord of 76.07 feet and a chord bearing of North 44°38'40" East; thence 64.16 feet along the arc of a curve to the right having a radius of 174.69 feet, a central angle of 21°02'40", a chord of 63.77 feet and a chord bearing of North 40°28'40" East to a point on centerline of "common access drive"; thence along said centerline 76.06 feet along the arc of a curve to the right having a radius of 420.50 feet, a central angle of 10°21'53", a chord of 75.96 feet and a chord bearing of North 33°49'04" West; thence North 61°21'53" East, 20.00 feet to a point; thence 50.62 feet along the arc of a curve to the left having a radius of 400.50 feet, a central angle of 7°14'29" a chord of 50.50 feet and a chord bearing of South 25°00"55" East to the POINT OF BEGINNING of common area A-2; thence North 61°21'53" East, 56.85 feet to a point, thence South 10°20'10" West, 73.31 feet to a point; thence 58.05 feet along the arc of a curve to the right having a radius of 400.50 feet, a central angle of 08°18'17", a chord of 58.00 feet and a chord bearing of North 39°18'40" East to the POINT OF BEGINNING.

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Consulting Engineers

Structural — Civil

Common Area (Roadway) Parcel R-1 of Burning Tree Villas

40 feet wide parcel lying within 20 feet left and 20 feet right of its centerline, said centerline being described as follows:

Beginning at the southwest corner of Parcel F of Bonita Bay Unit One as recorded in Plat Book 36, pages 101 through 112, Public Records of Lee County, Florida; thence along the westerly boundary line of Parcel F 344.88 feet along the arc of a curve to the left having a radius of 520.00 feet, a central angle of 38°00'00", a chord of 338.59 feet and a chord bearing of North 11°40'00" West; thence North 30°40'00" West, 16.00 feet to the southwest corner of parcel F-1; thence along said westerly boundary line North 30°40'00" West, 240.16 feet to the point of intersection of said westerly boundary line with a centerline of the entrance road and the POINT OF BEGINNING of the parcel herein described; thence along said centerline 76.91 feet along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 29°22'40", a chord of 76.07 feet and a chord bearing of North 44°38'40" East; thence 64.16 feet along the arc of a curve to the right having a radius of 174.69 feet, a central angle of 21°02'40", a chord of 63.77 feet and a chord bearing of North 40°28'40" East to a point on centerline of "common access drive"; thence along said centerline 281.33 feet along the arc of a curve to the right having a radius of 420.50 feet, a central angle of 38°20'00", a chord of 276.11 feet and a chord bearing of North 19°50'00" West; thence North 00°40'00" East, 114.00 feet to a point; thence 68.66 feet along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 78°40'32", a chord of 63.39 feet and a chord bearing of North 50°39'44" East to the end of Roadway Parcel R-1.

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(813) 939-1414
3559 N.W. 53rd Street Fort Lauderdale, FL 33309
(305) 484-7777

JENKINS & CHARLAND INCORPORATED
Consulting Engineers

Structural — Civil

Common Area (Roadway) Parcel R-2 of Burning Tree Villas

40 feet wide parcel lying within 20 feet left and 20 feet right of tis centerline, said centerline being described as follows:

Beginning at the southwest corner of Parcel F of Bonita Bay Unit One as recorded in Plat Book 36, pages 101 through 112, Public Records of Lee County, Florida; thence along the westerly boundary line of Parcel F 344.88 feet along the arc of a curve to the left having a radius of 520.00 feet, a central angle of 38°00'00", a chord of 338.59 feet and a chord bearing of North 11°40'00" West; thence North 30°40'00" West, 16.00 feet to the southwest corner of parcel F-1; thence along said westerly boundary line North 30°40'00" West, 240.16 feet to the point of intersection of said westerly boundary line with a centerline of an entrance road; thence along said centerline 76.91 feet along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 29°22'40", a chord of 76.07 feet and a chord bearing of North 44°38'40" East; thence 64.16 feet along the arc of a curve to the right having a radius of 174.69 feet, a central angle of 21°02'40", a chord of 63.77 feet and a chord bearing of North 40°28'40" East to a point on centerline of "common access drive"; thence along said centerline 20.00 feet along the arc of a curve to the left having a radius of 420.50 feet, a central angle of 02°43'30", a chord of 20.00 feet and a chord bearing of South 40°21'45" East; to the POINT OF BEGINNING of the parcel herein described; thence along said centerline 36.96 feet along the arc of a curve to the left having a radius of 420.50 feet, a central angle of 05°02'11", a chord of 36.95 feet and a chord bearing of South 44°14'36" East to the end of Roadway Parcel R-2.

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Consulting Engineers

Structural — Civil

LOT 1 OF BURNING TREE VILLAS

Beginning at the southwest corner of Parcel F of Bonita Bay Unit One as recorded in Plat Book 36, pages 101 through 112, Public Records of Lee County, Florida; thence along the westerly boundary line of Parcel F 344.88 feet along the arc of a curve to the left having a radius of 520.00 feet, a central angle of 38°00'00", a chord of 338.59 feet and a chord bearing of North 11°40'00" West; thence North 30°40'00" West, 16.00 feet to the southwest corner of parcel F-1; thence along said westerly boundary line North 30°40'00" West, 240.16 feet to the point of intersection of said westerly boundary line with a centerline of an entrance road; thence along said centerline 76.91 feet along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 29°22'40", a chord of 76.07 feet and a chord bearing of North 44-38-40 East; thence 64.16 feet along the arc of a curve to the right having a radius of 174.69 feet, a central angle of 21°02'40", a chord of 63.77 feet and a chord bearing of North 40°28'40" East to a point on centerline of "common access drive"; thence along said centerline 76.06 feet along the arc of a curve to the right having a radius of 420.50 feet, a central angle of 10°21'53", a chord of 75.96 feet and a chord bearing of North 33°49'04" West; thence North 61°21'53" East, 20.00 feet to the POINT OF BEGINNING of Lot 1; thence North 61°21'53" East, 101.61 feet; thence South 13°51'39" East, 47.06 feet; thence South 61°21'53" West, 87.02 feet; thence 45.60 feet along the arc of a curve to the right having a radius of 400.50 feet, a central angle of 6°31'24", a chord of 45.57 feet and a chord bearing of North 31°53'49" West to the POINT OF BEGINNING.

EXHIBIT "B"

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Structural — Civil

LOT 2 OF BURNING TREE VILLAS

Beginning at the southwest corner of Parcel F of Bonita Bay Unit One as recorded in Plat Book 36, pages 101 through 112, Public Records of Lee County, Florida; thence along the westerly boundary line of Parcel F 344.88 feet along the arc of a curve to the left having a radius of 520.00 feet, a central angle of 38°00'00", a chord of 338.59 feet and a chord bearing of North 11°40'00" West; thence North 30°40'00" West, 16.00 feet to the southwest corner of parcel F-1; thence along said westerly boundary line North 30°40'00" West, 240.16 feet to the point of intersection of said westerly boundary line with a centerline of an entrance road; thence along said centerline 76.91 feet along the arc of a curve to the left having a radius of 150.00 feet, a central angle of 29°22'40", a chord of 76.07 feet and a chord bearing of North 44-38-40 East; thence 64.16 feet along the arc of a curve to the right having a radius of 174.69 feet, a central angle of 21°02'40", a chord of 63.77 feet and a chord bearing of North 40°28'40" East to a point on centerline of "common access drive"; thence along said centerline 76.06 feet along the arc of a curve to the right having a radius of 420.50 feet, a central angle of 10°21'53", a chord of 75.96 feet and a chord bearing of North 33°49'04" West; thence North 61°21'53" East, 20.00 feet to the POINT OF BEGINNING of Lot 2; thence 50.62 feet along the arc of a curve to the right having a radius of 400.50 feet, a central angle of 7°14'29", a chord of 50.58 feet and a chord bearing of North 25°00'53" West; thence North 68°36'22" East, 92.16 feet; thence South 38°50'42" East, 39.49 feet; thence South 61°21'53" West, 101.61 feet to the POINT OF BEGINNING.

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OFF REC 1872PG3084

ARTICLES OF INCORPORATION
OF
BURNING TREE NEIGHBORHOOD ASSOCIATION, INC.

Pursuant to Section 617.013, Florida Statutes (1985), these Articles of Incorporation are created by Walter W. Kirsch, Jr., 721 Teal Ct., Naples, Florida 33963, as sole incorporator, for the purposes set forth below.

ARTICLE I

NAME: The name of the Association is BURNING TREE NEIGHBORHOOD ASSOCIATION, INC., sometimes hereinafter referred to as the "Association."

CORPORATE SEAL: The seal of the Association shall bear its name, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation is located at 27025 Country Club Drive, Bonita Springs, Florida 33923.

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 establishing a corporate residential neighborhood homeowners association which will, subject to a Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Lee County, Florida, have the specific purposes and powers described below:

A. PURPOSES:

1. To provide for the operation and maintenance of the common and private property and structures placed under the jurisdiction of this Association, and to provide for architectural control and regulation of all improvements erected on or otherwise located within the Properties.

2. To promote the health, safety and welfare of the residents of the residential community which is to be known as BURNING TREE and is to be constructed on the lands located in Lee County, Florida.

3. To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to all additional properties which may be brought under the jurisdiction of this Association through recorded amendment or amendments to the aforesaid Declaration.

B. POWERS: The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles and with the said Declaration of Covenants, Conditions and Restrictions, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential community subject to the said recorded Declaration, as it may from time to time be amended, including but not limited to the power to:

1. Fix, levy, collect and enforce payment by any lawful means all charges or assessments and assessment 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 of the corporation;

2. Enforce any and all covenants, conditions, restrictions and agreements applicable to the residential community known as BURNING TREE:

3. Pay taxes, if any, on the common properties and facilities;

4. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

5. Borrow money, and with the assent of two-thirds (2/3) of the voting interests, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

6. 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 or transfer shall be effective unless an instrument has been signed by the Developer and by two-thirds (2/3) of the Class A voting interests, agreeing to such dedication, sale or transfer;

7. Purchase policies of insurance upon Association property, and use the proceeds from such policies to effectuate its purpose;

8. Exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time; and

9. Assist, cooperatively with BONITA BAY COMMUNITY ASSOCIATION, INC., as to the property within BURNING TREE and the Lots located thereon, in the administration and enforcement of the Declaration of General Protective Covenants and Restrictions for BONITA BAY, UNIT ONE, as the same is more particularly set forth in O. R. Book 1778, pages 3516 et seq., Public Records of Lee County, Florida, as amended and supplemented from time to time.

ARTICLE IV

MEMBERSHIP: Every person or entity who is a record owner of a fee simple, or of a fractional undivided fee simple, interest in any Lot which is subject, by covenants of record, to the jurisdiction and powers of the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot; and, as used in these Articles of Incorporation, the word "Lot" means and refers only to residential lots which are subject to the said jurisdiction and powers of the Association. All membership rights and duties shall be subject to and controlled by the said Declaration, which is to be in the form of covenants running with the land.

ARTICLE V

VOTING RIGHTS: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant, as defined in the aforesaid Declaration, and, subject to the Class B provisions below, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the single vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Lot owned by Class A members.

Class B: The Class B member shall be the Declarant, which shall have three votes for every Lot owned by it until the first to occur of the following three events:

(1) The sale by the Declarant of all Lots located within the Neighborhood;

(2) The voluntary termination of control of the Association by the Developer;

(3) Sixty (60) months from the date of conveyance of title of the first Lot to a purchaser other than Developer.

Following the occurrence of the first of the above events to occur, the Developer shall become a Class A member as to Lots, if any, still owned by it; and Class B membership shall cease to exist. For purposes of computing the Class B member's voting rights, the Neighborhood shall be deemed to contain forty-four (44) Lots.

ARTICLE VI

TERM: The term of the Association shall be perpetual.

ARTICLE VII

BY-LAWS: The By-Laws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VIII

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

A. Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of the owners of one-fourth (1/4) of the Lots by instrument, in writing, signed by them.

B. Notice. Upon any amendment or amendments to these Articles being proposed by said Board or unit owners, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon determine which of the methods shown in (C) below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not less than thirty (30) days after transmittal to the President.

C. Vote Required. Except as otherwise required by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

D. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE IX

DIRECTORS AND OFFICERS:

A. The affairs of the Association will be administered by a Board Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

B. Directors of the Association shall be elected by the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

C. The business of the Association shall be conducted by the officers designated in the By-Laws. 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 X

INITIAL DIRECTORS:

The initial Directors of the Association shall be:

Walter W. Kirsch, Jr.
721 Teal Ct.
Naples, Florida 33963

Suellen Kirsch
721 Teal Ct.
Naples, Florida 33963

Larry Gay
27219 Barefoot Lane, S.E..
Bonita Springs, Florida 33923

ARTICLE IX

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

600 Fifth Ave. So., Suite 210
Naples, Florida 33940

The initial registered agent at said address shall be:

John N. Brugger

ARTICLE XI

INDEMNIFICATION:

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not apply to:

(1) Gross negligence or willful misconduct in office by any Director or officer.

(2) Any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in, or not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

To the extent that a Director or officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

WHEREFORE the incorporator has caused these presents to be executed this 5th day of September, 1986.

By: Walter W. Kirsch, Jr.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5th day of September, 1986, by Walter J. Kirsch, Jr.

Notary Public (SEAL)
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISION EXPIRES FEB. 5, 1990
BONDED THROUGH MUROSKI-ASHTON, INC

OFF REC 1872PG3090

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for BURNING TREE NEIGHBORHOOD ASSOCIATION, INC., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

_____

BY-LAWS
OF
BURNING TREE NEIGHBORHOOD ASSOCIATION, INC.

Name and location. The name of the corporation is BURNING TREE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not for profit hereafter referred to as the "Association". The initial principal office of the corporation shall be located at 27025 Country Club Drive Bonita Springs, Florida 33923, but meetings of members or Directors may be held at such other places within Lee County, Florida as may be designated by the Board of Directors.

1. DEFINITIONS.

1.1 "Association" means and refers to BURNING TREE NEIGHBORHOOD ASSOCIATION, INC., its successors and assigns.

1.2 "Properties" means and refers to that certain real property described in and subject to the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.3 "Common Areas" means all real property owned by the Association for the common use and enjoyment of Owners.

1.4 "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and the residence that may ultimately be constructed on any such Lot, and includes contract sellers, but excludes those having such interest merely as security for the performance of an obligation.

1.5 "Developer" means and refers to BTV ASSOCIATES,INC., a Florida corporation, and its successors or assigns who acquire more than one undeveloped Lot from the Developer for the purpose of development.

1.6 "Declaration" means and refers to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded in the Public Records of Lee County, Florida, to which these By-Laws are attached as Exhibit "C."

1.7 "Member" means and refers to any or all of those persons entitled to membership as provided in the Declaration and Articles of Incorporation.

2. MEETINGS OF MEMBERS.

2.1 Annual Meetings. The first annual meeting of the members shall be held within two (2) years from the date of the closing of the sale of the first Lot, and subsequent annual meetings shall be held during the month of March each year thereafter, at the time and place designated by the Board of Directors.

2.2 Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who hold one-fourth (1/4) of all of the voting interests of the Association.

2.3 Notice of Meetings. Written notice of all members' meetings shall be given to the owner of each residence at least fourteen (14) days in advance. Notices shall be by, or at the direction of the Secretary and shall be mailed, postage prepaid, and addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the time and place of the meeting, and in the case of a special meeting, the purpose of the meeting. Members may waive notice of specific meetings and may take action by written agreement without meetings if all other provisions of the By-Laws, Articles and Declaration are complied with.

2.4 Quorum. A quorum at members' meetings shall be attained by the presence in person or by proxy of persons entitled to cast one-half (1/2) of the total votes of the membership. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

2.5 Vote Required. The acts approved by a majority of the votes cast at a meeting at which a quorum shall have been attained shall be binding upon all members for all purposes, except where a higher vote is specifically required.

2.6 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the residence owner. Each proxy shall set forth specifically the name of the person(s) voting by proxy and the name of one person authorized to vote the proxy; each proxy shall contain the date, time and place of the meeting for which the proxy is given. A proxy shall be valid only for the particular meeting for which it is given and any adjournment thereof, and no proxy is valid for more than ninety (90) days after the original meeting date. A proxy may permit a proxyholder to appoint a substitute, who must also be a member or spouse of a member, to act in his place. A proxy is revocable at the pleasure of the giver of the proxy.

2.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to a later date by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned.

2.8 Order of Business. The order of business at members' meetings shall be substantially as follows:

A. Call of the roll or certification of quorum.
B. Proof of notice of meeting or waiver of notice.
C. Reading and disposal of any unapproved minutes.
D. Reports of Officers.

E. Reports of Committees.
F. Election of Directors.
G. Unfinished Business.
H. New Business.
I. Adjournment.

2.9 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives at all reasonable times and for a period of at least seven years after the meeting.

2.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration or these By-Laws.

2.11 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. If the requisite number of written consents are received by the Secretary within thirty (30) days of mailing notice of the proposed action to the members, the Board of Directors may take the authorized action by adopting a resolution to that effect.

2.12 Voting in Foundation Matters. In all matters related to the BONITA BAY COMMUNITY ASSOCIATION, INC., where a vote of the members of this Association is required, all such votes shall be initially cast with the Association. The President shall collect and tabulate said votes and shall determine the will of the majority of members voting on each question being voted. The President shall then cast in a block at the Community Association meeting all votes to which the neighborhood is entitled, according to the will of the majority. In the event of a tie vote by the members, the President shall break the tie.

3. BOARD OF DIRECTORS.

3.1 Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three Directors, the number to be determined from time to time by the members. Each Director, except those designated by the Developer, must be a member or the spouse of a member. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualifies, or until he sooner resigns or is removed in the manner provided below. In order to establish a continuity of experience, the members at any annual meeting after the Developer has relinquished control of the Association may vote to give up to one-half of the Board members terms of two years, so that a system of staggered terms will be initiated. Thereafter, all Directors will be elected for terms of two years. Until the Developer has relinquished control of the Association, all Directors shall be appointed by the Developer.

3.2 Nominations and Elections. At each Annual Meeting the members shall elect as many Directors as there are regular terms of Directors expiring. The nominating committee, if any, shall submit its recommended nominees for the office of Director on the floor at the annual meeting. Any other eligible person may also be nominated as a candidate from the floor at the annual meeting. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each residence as many votes for Directors as there are Directors to be elected; provided, however, that no owner of any residence may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be elected, except that a run-off shall be held to break a tie vote.

3.3 Removal. Any Director except those appointed by the Developer may be removed from the Board, with or without cause, by a majority vote of the voting interests of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

3.4 Compensation. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

3.5 Rights of Developer. Notwithstanding anything in these By-Laws to the contrary, for as long as the Developer owns at least one Lot for sale in the ordinary course of business, the Developer shall be entitled to appoint, substitute and/or remove at least one of the members of the Board of Directors.

4. MEETINGS OF DIRECTORS.

4.1 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.

4.2 Regular Meeting. Regular meetings, if any, of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. A schedule of regular meetings shall be given to each Director at least five (5) days prior to the first meeting on the schedule.

4.3 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.4 Notice to Owners. All meetings of the Board of Directors shall be open to members, and notice of all meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting where assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice shall be required and any business may be transacted at such meetings.

4.6 Quorum of Directors. A quorum shall consist of a majority of all Directors. Members of the Board of Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone or similar communicative equipment. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.7 Vote Required. The acts approved by a majority of those Directors present at a meeting at which a quorum has been obtained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required. Directors may not vote by proxy at Board meetings.

4.8 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.9 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.10 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

5.1 Powers. The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon. The Board of Directors may also, pursuant to Section 617.10(3), Florida Statutes, assess fines against Owners who commit violations of the Declaration, By-Laws or

Association rules and regulations, or who condone such violations by their family members, guest or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall exceed $150.00 per offense. Each day of continuing violation may be treated as a separate offense. No fines shall be imposed until the residence owner has been given notice and an opportunity to be heard before the Board. The Association shall be empowered to collect fines assessed hereunder in the same manner as any other lawful charge against the Lot, and shall have the right to impose a lien on the residence for the enforcement of payment;

B. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Exercise for the Association all powers, duties and authorities vested in or delegated to the Association, and not reserved exclusively to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. Levy assessments, collect the assessments, and use and expend the assessments to carry out the purposes and powers of the Association;

F. Employ, dismiss and control the personnel necessary for the maintenance and operation of the property, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

5.2 Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept in a book complete minutes of all meetings of members and of the Board of Directors for inspection by residence owners, or their authorized representatives and board members at any reasonable time. These records shall be retained for a period of not less than seven years;

B. Cause to be kept a complete and accurate record of all its acts and corporate affairs and to present a clear and detailed statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the voting interests of the Association;

C. Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

D. As more fully provided in the Declaration to: (1) adopt an annual budget and fix the amount of the annual assessments against

the Lots prior to the beginning of each fiscal year; (2) send a copy of the proposed budget to every Owner subject thereto at least fourteen (14) days in advance of the meeting at which it is to be adopted, together with notice of the meeting; and (3) record a claim of lien against any property for which assessments or installments thereof are not paid within thirty (30) days after due, and to foreclose the lien or bring an action at law against the owner personally obligated to pay same if the assessments are not promptly paid thereafter.

E. Issue, or to cause an appropriate officer to issue, upon demand by any interested person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment;

F. Procure and maintain adequate liability and casualty insurrance on all properties required to be insured by the Association;

G. Cause all officers or employees having fiscal responsibilities to be bonded, if deemed appropriate, or if required by law;

H. Cause the Common Areas and the exterior portions of the residences to be maintained, as more fully set forth in the Declaration.

5.3 Association as Owner's Agent. Each Owner irrevocably appoints the Association as his agent for the purpose of dealing with the Owner's agent, the Association shall have the power and right to terminate leases of Units, evict tenants, prohibit access to the action on behalf of the Owenr reasonably necessary to enforce the covenants, restrictions and rules applicable to the Neighborhood and to prevent unreasonable disruption or annoyance to residents by tenants by guests.

6. OFFICERS AND THEIR DUTIES.

6.1 Enumeration of Officers. The officers of this Association shall be a President and a Vice President, who shall at all times be Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time appoint.

6.2 Election. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

6.3 Term. Officers shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise disqualified to serve.

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

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

6.6 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 officer he replaces.

6.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 6.1.

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

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The President shall appoint the members of the Architectural Review Committee.

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

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

D. Treasurer. The Treasurer shall have the following duties:

1) He shall have the custody of the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors;

2) He shall disburse funds of the Association as may be ordered by the Board of Directors, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer, and of the financial condition of the Association;

3) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

7. COMMITTEES. The Association shall appoint an Architectural Review Committee as provided below. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. Members of committees except the A.R.C. shall serve at the pleasure of the Board.

8. ARCHITECTURAL REVIEW COMMITTEE.

8.1 Members; Qualification. The Architectural Review Committee, hereinafter "A.R.C.," shall be composed of three individuals, at least one of whom is a Director, and at least two of whom are members or the spouse of a member. Whenever possible and practical, one of the members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

8.2 Selection; Terms. The members of the A.R.C. shall be appointed by the President of the Association to serve terms of one year. If a vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the A.R.C., once appointed, may be removed only by vote of a majority of all voting interests.

8.3 Compensation. If approved by a majority of all voting interests, any or all of the members of the A.R.C. may be compensated for their services in an amount to be determined by the Board of Directors.

8.4 Meetings. The A.R.C. shall meet as needed to carry out its duties and functions under Section 3 of the Declaration. Written notice of meetings shall be posted at least one week in advance, and any Owner wishing to appear before the A.R.C. may do so. Special meetings may be called as needed by the Chairman.

8.5 Procedures, Voting. A majority of the members of the A.R.C. present at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the committee members present and voting. Where a question involves proposed changes to a residence owned by a committee member, that member shall be disqualified from participation in the proceedings, and his place taken by the President. All votes on proposed changes to individual residences shall be taken in closed session by secret ballot.

9. ASSESSMENTS.

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

9.2 Proposed Budget. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the residence owners not less than fourteen (14) days prior to the meeting at which the budget will be considered. Such notice shall include the time and place of the meeting of the Board of Directors which will consider the budget.

9.3 Assessments. Regular annual assessments based upon each owners share of the annual budget shall be paid in quarterly installments, due in advance on the first day of January, April, July, and October of each year. Written notice of each quarterly installment shall be given to all members at least fifteen (15) days prior to the due date. Failure to give or receive the notice does not excuse the obligation to make timely payment. If an annual budget has not been adopted at the time a quarterly installment is due, it shall be presumed that the amount of such installment is the same as the quarterly installment for the preceding year and quarterly payments shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due quarterly installment.

9.4 Special Assessments. Special assessments may be made when necessary to meet unusual, unexpected, emergency, or non-recurring expenses or for such other purposes as are authorized by the Declaration, Articles of Incorporation or these By-Laws. Special assessments shall be due at such time as is specified in the resolution of the Board approving such assessment.

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

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

B. Reserves for Deferred Maintenance. Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

C. Reserves for Replacement. Reserves for replacement shall include funds for repairs or replacements required because of damage, depreciation or obsolescence.

D. Betterments. Reserves to be used for capital expenditures or for additional improvements or property that will become Association property.

9.6 Depository. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds,

certificates of deposit, U.S. Government securities, and other similar investment vehicles.

9.7 Financial Information. Not later than sixty (60) days after the close of each fiscal year, the Board shall prepare a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement for the year, detailed by accounts. Copies of these statements shall be furnished to each member. If called for by a majority of the voting interests present at any meeting, the Board shall present a full and clear statement of the business and condition of the Association.

9.8 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

10. AMENDMENT OF BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

10.1 Amendments to these By-Laws shall be proposed by a majority of the Board or upon petition of one-fourth (1/4) of the voting interests by instrument, in writing signed by them.

10.2 Upon any amendment or amendments to these By-Laws being proposed by said Board or unit owners, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall, thereupon determine which of the methods shown below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not less than sixty (60) days after transmittal to the President.

10.3 Except as otherwise provided by law, or by specific provision of the Condominium Documents, these By-Laws may be amended at any annual or special meeting by concurrence of a majority of the voting interests, provided that notice of any proposed amendment has been given to all the members in accordance with law. Amendments may be adopted without a meeting by following the procedure set forth in Section 2.11 of these By-Laws.

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

11. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end of the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

12 COMPLIANCE AND DEFAULT; REMEDIES.

12.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a member or any person occupying the member's residence, of any of the provisions of the Declaration, Articles of Incorporation of the Association, or these By-Laws, the Association, by direction of its Board of Directors, may notify the owner by written notice of such breach, transmitted by mail, and if such violation shall continue for a period of five (5) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach of contract, and the Association may then, at its option, have the following elections:

a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other owners;

b) An action in equity to enforce performance on the part of the owner;

c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief, or

d) Any other remedy provided herein, or by law.

Any violations which are deemed by the Board of Directors to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the owner as a specific item, which shall be a lien against the Owner's residence with the same force and effect as if the charge were a part of the common expenses.

12.2 Negligence or Carelessness of Owner. Each member shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or her guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any residence or the Common Areas. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said owner as a specific item which shall be a lien against his residence with the same force and effect as if the charge were a part of the common expenses.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Residence Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court, including costs and fees incurred by reason of appellate proceedings.

12.4 No Waiver of Rights. The failure of the Association or of an owner to enforce any right, restriction, covenant or condition which may be granted by the Declaration or these By-Laws shall not constitute a waiver of the right of the Association or residence owner to enforce such right, restriction, covenant or condition in the future.

12.5 Election of Remedies. All rights, remedies and privileges granted to the Association or to the members pursuant to any terms, restricitons, covenants or conditions of the documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available.

13. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP. The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto. Nothing in this Section shall be construed to mean that any of the covenants, conditions or restrictions contained in the Declaration do not run with the land.

14. NOTICES. All notices required or permitted to be given by provisions of the Declaration or these By-Laws shall be deemed to have been properly given if the notice is in writing and either delivered in person or deposited postage paid in the U.S. mail addressed to the party to receive the notice at his or its address as it appears in the books and records of the Association. This Section is not intended to alter or lessen stricter notice requirements contained in any part of the Declaration or By-Laws with respect to specific provisions or actions.

15. MISCELLANEOUS.

15.1 Gender. Whenever the masculine or singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

15.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

15.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of the By-Laws.