SECOND AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION COVENANTS AND RESTRICTIONS FOR

REFLECTION LAKES

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SECOND AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION COVENANTS AND RESTRICTIONS FOR

REFLECTION LAKES

SUBSTANTIAL REWORDING OF AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION COVENANTS AND RESTRICTIONS - SEE CURRENT AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION COVENANTS AND RESTRICTIONS FOR PRESENT TEXT

KNOW ALL MEN BY THESE PRESENTS that on August 13, 1999 the original Declaration of Master Association Covenants and Restrictions for Reflection Lakes were recorded in O.R. Book 3156, Page 2421 et seq., of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended and amended and restated, is hereby further amended and is restated in its entirety. The land subject to this Master Declaration (hereinafter "Reflection Lakes" or "The Properties" or the "Community") is legally described in Exhibit "A" to the original Declaration as thereafter amended and is also attached hereto as Exhibit "A."

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

ARTICLE 1
DEFINITIONS

The following words when used in this Master Declaration or any of the Governing Documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 **"Act,"** or **"Homeowners' Association Act,"** or **"HOA Act"** means Chapter 720 of the Florida Statutes, as it now exists or as it may be amended from time to time, including the definitions therein contained. However, except when specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Master Declaration that the Community and Master Association be operated in conformance with the law as it existed when the Community was created to the extent necessary to avoid impairment contract rights or vested rights or the invalidity of any provision of this Master Declaration or future amendments thereto.

1.2 **"Architectural Review Board"** or **"ARB"** means the committee as more particularly described in Article 13 of this Master Declaration.

1.3 **"ARB Guidelines"** or "**Guidelines**" means standards and specifications promulgated by the Board relative to the external appearance, maintenance, or modification of any

Lot (including landscaping), Home or other Improvement located on a Parcel, including, but not limited to, the maintenance standards, location, size, type, or appearance.

1.4 **"Articles"** means the Articles of Incorporation of the Master Association as filed with the Secretary of State of Florida, as amended from time to time.

1.5 **"Assessment"** means the assessments levied by the Master Association against the Parcels, and shall be deemed to include both Annual Assessments and Special Assessments, as further defined herein. Assessments shall be appurtenant to a Parcel.

1.6 **"Board of Directors"** or **"Board"** means the Board of Directors of the Master Association.

1.7 **"Bylaws"** means the Bylaws of the Master Association, as amended from time to time.

1.8 **"Charge"** means any legal or equitable indebtedness or monetary obligation of an Owner to the Master Association, or other sums owed to or due to the Master Association from an Owner, or any cost or expense incurred by the Master Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Master Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

1.9 **"Committee"** means a group of Board members, Owners, or Board members and/or Owners and/or other Persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

1.10 **"Common Areas"** means all property located within Reflection Lakes (as hereinafter defined) which is designed and intended for the common, non-exclusive use of the Owners (also as hereinafter defined), including but not limited to those areas designated as common areas, private road right of ways, and recreation area(s) on the Plats of Reflection Lakes; together with, if applicable and to the extent provided herein, all private roadways, Landscaping and Pedestrian Areas, Mitigation Areas (even if lying outside the boundaries of Reflection Lakes), storm water management facilities or drainage and retention areas not owned by the Council, entry features and signage, any gate houses, and any special design or landscaping features lying within public rights of way and serve Reflection Lakes (such as landscaping and median strips), together with the landscaping and any improvements thereon. Common Areas also include all structures, recreational facilities, open space, parking areas, sidewalks, street lights, entrance features, and any boundary wall or other visual screen now or hereafter constructed along the perimeter of Reflection Lakes, but excluding any public utility installations thereon and excluding all portions of any Community Systems (as defined below). Certain Common Areas have been deeded to the Master Association through deeds recorded at O.R. Book 3419, Page 4889, O.R. Book 4112, Page 2303, and O.R. Book 4112, Page 2311, each in the Public Records of Lee County, Florida.

1.11 **"Common Expenses"** means the expenses for which Owners are liable to the Master Association, including, but not limited to, expenses of administration, maintenance and operation, repair and replacement of Common Areas, including, but not limited to, and such other

expenses as may be declared expenses by this Master Declaration, the Articles, the Bylaws, by the Master Association, or by the Act. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, landscaping, utility bills that are not separately metered to individual Parcels, recreational facilities, activities and personnel (employees or independent contractors), janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Community. The expenses of Communications Services (including, but not limited to, video and internet) and alarm monitoring services are specifically considered a Common Expense, if obtained by the Master Association on behalf of the Parcels in the Community on a bulk basis. Common Expenses also include reasonable insurance for Directors and Officers, road and street maintenance and operation expenses, and access control/privacy services, which are reasonably related to the general benefit of the Owners even if such expenses do not attach to the Common Areas or the Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Community by the Master Association, including, but not limited to, water and sewer service where a master meter services the Community. Common Expenses may also include social expenses, including, but not limited to, food and drink for Master Association meetings and functions. Common Expenses may also include maintenance of property outside of the Community, and participating in governmental proceedings or otherwise contesting the development or use of property outside the Community, where the Board finds a nexus to the value of Parcels in the Community. Common Expenses shall be assessed equally against each Parcel.

1.12 **"Common Surplus"** means the excess of all receipts of the Master Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Areas, above the amount of the Common Expenses. Common Surplus shall be determined in the same manner as Common Expenses.

1.13 **"Communications Services"** means those services described in Section 202.11, Florida Statutes (2020), and for the purpose of this Master Declaration, shall be deemed to include, but not be limited to, bulk video, voice, internet, security, and monitoring services.

1.14 **"Community," "The Properties,"** or **"Reflection Lakes"** means the real property which is subject to this Master Declaration, including all Parcels and Common Areas. The following is a summary of the different types of Parcels:

Property Type	Number of Parcels
Condominium Properties	268
Single-Family Section	194
Executive Homes	182
Villas	176
TOTAL	820

1.15 **"Community Systems"** means any and all cable television, telecommunication, security, alarm, irrigation, irrigation wells, sprinkler or other lines, pipes, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by the developer of Reflection Lakes or pursuant to any grant of easement or authority by Association within Reflection Lakes and serving more than one (1) Parcel.

1.16 **"Condominium Associations"** means Reflection Lakes One Condominium Association, Inc., Reflection Lakes Two Condominium Association, Inc., and Reflection Lakes Three Condominium Association, Inc.

1.17 **"Condominium Common Elements"** means all portions of the Condominium Properties not included within the Condominium Units therein.

1.18 **"Condominium Properties"** means Reflection Lakes One Condominium, Reflection Lakes Two Condominium, and Reflection Lakes Three Condominium.

1.19 **"Condominium Units"** means individual Units within one of the Condominium Properties.

1.20 **"County"** means the County of Lee, State of Florida.

1.21 **"Executive Home"** or "**Executive Home Parcel**" means the one hundred eighty-two (182) Executive Homes located on Clear Water Lane, Reflection Lakes Drive, Harmony Lake Court and Summer Lake Court.

1.22 **"Family"** or **"Single-Family"** refers to either (1) one natural person, his spouse, if any, and their custodial children, if any, or (2) not more than two natural persons not meeting the foregoing requirement, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family, together with their custodial children, if any. The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a person who resides in a Dwelling as part of the Owner's Family, but is not a title holder.

1.23 **"Fractional Ownership"** or **"Home Sharing"** means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Parcel (or any other possessory or use right in a Parcel) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Parcel.

1.24 **"Governing Documents"** means this Master Declaration; the Plats; the Articles; the Bylaws; the ARB Guidelines; and the Rules and Regulations. The ARB Guidelines and the Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

1.25 **"Guest"** means any Person who is not the Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present in or occupies a Parcel on a temporary

basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.26 **"Home"** means a single-family home or duplex villa on a Lot within the Community, which is intended for use as a residence by one (1) Family.

1.27 **"Invitee"** or **"Licensee"** means a Person or Persons expressly or impliedly allowed entry onto The Properties for the purpose of conducting business with or providing services to a Parcel or a Parcel's Occupant, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Owner or Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.28 **"Landscaping and Pedestrian Areas"** means strips of land of varying widths abutting the roads in The Properties for portions or all of their entire length, notwithstanding that any such strips of land may lie within the Condominium Common Elements.

1.29 **"Lease,**" when used in the context of the renting of Homes, means the grant by an Owner of a right of use of the Owner's Home for consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where Persons other than the Owner are permitted to occupy the Home for the payment of consideration to any party.

1.30 **"Lien for Charges"** means a lien which is recorded to secure a Charge.

1.31 **"Lot"** means any lot depicted on the Plats.

1.32 **"Management"** means, collectively, the Master Association's designated Community Association Manager (CAM), if any, and any management company employed by the Master Association, if any.

1.33 **"Master Association"** or **"Association"** means REFLECTION LAKES MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

1.34 **"Master Declaration"** or **"Declaration"** means this Second Amended and Restated Declaration of Master Association Covenants and Restrictions for Reflection Lakes, as it may exist and be amended from time to time.

1.35 **"Member"** means each Owner of a Parcel who holds title to property which is subject to the terms and provisions of this Master Declaration.

1.36 **"Mitigation Area Monitoring and Maintenance Areas"** and **"Mitigation Areas"** means all those certain areas designated as such in that certain Reflection Lakes Mitigation Areas and Drainage Plan as set forth on Exhibit "C" attached to the original Declaration and incorporated herein by reference only, as same may be amended from time to time, as more particularly set forth in the Plats. These Mitigation Areas may include, but are not necessarily limited to, lakes, wetland preservation areas, conservation areas, conservation easements, littoral shelves, drainage facilities and upland buffers. Said Mitigation Areas have been created in accordance with governmental requirements and shall be monitored and maintained by the

Reflection Lakes Stormwater Drainage Areas and Mitigation Areas Joint Council, Inc. pursuant to the governing documents thereof recorded in the Public Records of Lee County, Florida.

1.37 **"Occupant"** means the Person(s) occupying a Parcel as a Resident or Guest.

1.38 **"Occupy"** when used in connection with a Parcel, means the act of staying in the Home for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

1.39 **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any Parcel recorded in the Public Records of Lee County, Florida and situated upon The Properties.

1.40 **"Parcel"** means the Lot, the Home thereon, and all appurtenances thereto, and in the condominium context, shall be the Condominium Parcel.

1.41 **"Person"** means any individual or representative of an entity, including Owners, Family members, Tenants, Guests, and Invitees. Whenever the word "Person" is used to require, prohibit, or prescribe certain conduct, the Owner of the Parcel with which such Person is affiliated shall be responsible for ensuring such Person's compliance with the Governing Documents.

1.42 **"Plat"** or **"Plats"** includes within its meaning the following subdivision plats, individually and collectively, recorded in the Public Records of Lee County, Florida:

- Reflection Lakes, as recorded in Plat Book 64, Page 53 et seq., of the Public Records of Lee County, Florida; and

- Reflection Lakes – Unit 2, as recorded in Plat Book 66, Page 25 et seq., of the Public Records of Lee County, Florida; and

- Reflection Lakes – Unit 3, as recorded in Plat Book 67, Page 2 et seq., of the Public Records of Lee County, Florida; and

- Reflection Lakes – Unit 4, as recorded in Plat Book 71, Page 21 et seq., of the Public Records of Lee County, Florida.

1.43 **"Primary Occupant"** means one (1) or more natural person(s) designated for occupancy of a Home when title to the Parcel is held in the name of two (2) or more Persons who are not spouses, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term "Owner" includes "Primary Occupant."

1.44 **"Reflection Lakes Stormwater Drainage Areas and Mitigation Areas Joint Council, Inc."** or **"The Council"** means the Reflection Lakes Stormwater Drainage Areas and Mitigation Areas Joint Council, Inc., a Florida corporation not for profit, being the entity responsible for the monitoring and maintenance and enforcement and performance of certain duties and obligations relating to the stormwater drainage and mitigation areas as more particularly set forth in the Stormwater Declaration recorded in the Public Records of Lee County, Florida.

1.45 **"Resident"** means any Person who is occupying a Home for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Home.

1.46 **"Rules and Regulations"** or **"Rules"** means the rules, regulations and policies governing or regulating the Community that may be promulgated by the Board from time to time.

1.47 **"Single-Family Section"** means the one hundred ninety-four (194) Homes consisting of free-standing structures, sometimes commonly referred to as the estate homes and the platinum homes.

1.48 **"Stormwater Drainage Areas and Mitigation Areas Declaration of Covenants and Restrictions for Reflection Lakes"** or **"Stormwater Declaration"** means that certain Stormwater Drainage Areas and Mitigation Areas Declaration of Covenants and Restrictions for Reflection Lakes recorded in O.R. Book 3156, Page 2364 of the Public Records of Lee County, Florida.

1.49 **"Tenant"** or **"Lessee"** means a Person occupying a Parcel, other than the Owner where said occupancy by the non-Owner involves consideration, including, but not limited to, the payment of money, the exchange of goods or services, or the provision of direct economic or indirect economic benefit, including tax benefits and the furtherance of business interests, including, but not limited to, use of a Parcel as an employee or customer rewards or incentive, or as a prize for a charity auction or similar event. The term "Tenant" shall be used interchangeably with "Lessee."

1.50 **"The Villas"** means the seventy-two (72) Villa Parcels contained in thirty-six (36) Villa Buildings located on Lily Pad Circle, and the one hundred four (104) Villa Parcels contained in fifty-two (52) Villa Buildings located on Bay Lake Drive and Gulfbreeze Street. There 176 total Villa Parcels. **"Villa Parcels"** means real property comprising of the Parcel deeded to the Owner.

1.51 **"Villa Building"** means the physical structure which contains two (2) Villa Parcels, separated by one (1) or more party walls.

1.52 **"Voting Interests"** means the arrangement established in the Governing Documents by which the Owners of each Parcel collectively are entitled to one (1) vote per Parcels in Master Association matters. The total number of Voting Interests equals the total number of Parcels subject to this Master Declaration. There are 820 Parcels, so the total number of Voting Interests is 820.

1.53 **Interpretation and Flexibility.** In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article the determination made by the Board in such regard shall be binding and conclusive.

All references in this instrument to recording data refer to the Public Records of Lee County, Florida.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

2.1 "Legal Description." The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Master Declaration is located in Lee County, Florida, and is more particularly described in Exhibit "A" attached hereto and shall constitute Reflection Lakes.

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION

3.1 Membership. The members of the Master Association shall be comprised of the Parcel Owners. Notwithstanding the foregoing, any such person or entity who holds title to any Parcel merely as security for the performance of an obligation shall not be a Member. Each Owner shall be entitled to the benefit of and be subject to the provisions of this Master Declaration, as it may be amended from time to time.

3.2 Board of Directors. The Master Association shall be governed by its Board, which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

3.3 Voting Rights. Voting Members shall be all Owners. A Voting Member shall be entitled to one (1) vote for each Parcel. Cumulative voting is prohibited. The Bylaws contain additional provisions regarding voting and procedure. The vote of a Parcel is not divisible. The right to vote may be suspended as provided by law. Suspension of voting rights shall not affect the basis for which Common Expenses are shared. However, suspended Voting Interests are subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended.

3.4 General Matters. When reference is made in the Governing Documents or other relevant documents to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes cast at a duly constituted meeting thereof.

ARTICLE 4
COMMON AREAS; EASEMENTS; COMMUNITY SYSTEMS

4.1 Common Areas. The Master Association shall be responsible for the Maintenance, insurance, taxes, if any, and operation of all Common Areas owned by it, and of all Community Systems which are not the responsibility of the service provider or individual Owner.

Notwithstanding anything contained herein to the contrary, the Master Association and its designated agents shall have the unfettered right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, the Parcels) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities (including, without limitation, Community Systems) on the Common Areas or elsewhere in The Properties.

4.2 Owners' Easements. Each Owner, and their respective Tenants, Guests and Invitees, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Owners, their Tenants, Guests and Invitees, subject to the Governing Documents.

Rights of use with respect to the recreation facilities may be evidenced by the issuance of membership cards or other forms of identification or access control to all Persons entitled to use the recreation facilities. All such persons may be required to pay a reasonable charge annually for the issuance of such card or other means of identification or access and any replacement thereof as determined from time to time by the Master Association.

In addition to the foregoing, the Master Association may require that vehicles of all or certain types of Owners bear appropriate decals or other forms of identification and may charge a reasonable fee for such decals or other forms of identification.

All rights of use and enjoyment are subject to the following:

4.2.1 Easements over and upon the Common Areas in favor of all Condominium Associations and the Master Association and their members, (and specifically including but not limited to easements in favor of The Council pursuant to the Stormwater Declaration), provided, however, that this subsection shall not in itself be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which The Properties (or any applicable portion(s) thereof) are now or hereafter made subject.

4.2.2 The right and duty of the Master Association to levy Assessments against each Parcel as set forth in the Governing Documents.

4.2.3 The right of the Master Association to suspend the right of an Owner and his designees to use the Common Areas in the manner provided by law.

4.2.4 The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

4.2.5 The right of the Master Association to adopt, at any time and from time to time, and enforce Rules and Regulations governing the use of the Common Areas, Lots and Parcels and all facilities at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Master Declaration.

4.2.6 The right of the Master Association to dedicate portions of the Common Areas to a Condominium Association or a public or quasi-public agency, community development district or similar entity under such terms as the Master Association deems appropriate and to create or contract with the Master Association, community development and special taxing districts for lighting, roads, recreational or other services, security, communications and other similar purposes deemed appropriate by the Master Association (to which such creation or contract all Owners hereby consent).

4.2.7 The right of the Master Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

4.2.8 The right of the Master Association to regulate access, parking and traffic on the private roads within the Community, including without limitation, the use of access gates (manned or unmanned as determined by the Board in its sole discretion), stop signs, speed limits, speed bumps or other traffic calming or restriction installations.

4.3 Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each Parcel.

4.4 Community Systems. The Master Association reserves onto itself, its successors, assigns, contractors, designees and nominees (i) a perpetual easement over, through and across the Common Areas for the installation, servicing, maintenance, repair, replacement and removal of the CATV System or any part thereof; (ii) the right to connect the CATV System to whatever receiving source the Owner of the CATV System deems appropriate, including, but not limited to, the right to enter into a bulk cable agreement, (iii) the right to enter the Parcels upon reasonable notice to the Owner for the purpose of repairing or replacing any portion of any closed circuit, master antenna, community antenna, or cable television system; and (iv) the right to provide (or cause to be provided) mandatory or non-mandatory services to Owners and their Parcels through the CATV System (and related, ancillary services to Parcels, including, but not limited to, security related services) at charges not to exceed those normally paid for like services by residents of single-family homes within the general vicinity of Reflection Lakes, and to retain or assign all such charges.

4.5 Utility and Community Systems Easements. Public utilities in the Common Areas for the service of The Properties shall be installed underground to the extent possible and acceptable to the public utility company, recognizing that certain transmission lines, transformers and other equipment installed by public utility companies or as part of the Community Systems must be located above ground. The Master Association and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Parcels and the Condominium Properties for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

4.6 Platted Easements; Owner Maintenance. Easements for installation and maintenance of utilities, irrigation, monitoring and maintenance of Mitigation Areas, and Community Systems are reserved as shown on the Plats and as provided herein or otherwise of record. The area of each Parcel covered by an easement and all Improvements in the area shall be maintained continuously by the Owner of the Parcel, except as provided herein to the contrary and except for installations for which a public authority, utility company, or the applicable Condominium Association, is responsible. The appropriate water and sewer authority, electric utility company, telephone company, The Council, the Master Association, the applicable Condominium Association and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, of all underground, water lines, sanitary sewers, storm drains, electric, telephone, irrigation and Community System lines, cables and conduits, under and through the utility easements as shown on the plats.

4.7 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

4.8 Storm Drainage and Retention Area. The lake retention areas, and underground storm drainage system of Reflection Lakes, as depicted on Exhibit "C" to the Original Declaration and included by reference, and or the Plats, shall be maintained by The Council in accordance with the provisions of the Stormwater Declaration in a manner consistent with the overall drainage plan for Reflection Lakes as same may from time to time be revised by the applicable local, state or federal authorities.

4.8.1 Cross Easement for Drainage and Mitigation Area. As set forth in the Stormwater Declaration, The Council has assumed all of Developer's (and its predecessors) responsibility to the DNRP (Department of Natural Resource Protection), the SFWMD (South Florida Water Management District), ACOE (Army Corps of Engineers), the FGFWFC (Florida Game and Fresh Water Fish Commission), Lee County, its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the drainage and retention areas as depicted on Exhibit "C" and the Plat of Reflection Lakes, and the monitoring of wetlands and maintenance of wetlands and Mitigation Areas contained therein. In furtherance of said responsibility, The Council is ultimately responsible for the maintenance of drainage areas lying within the boundaries of Reflection Lakes, but servicing certain property and facilities lying outside the boundaries of Reflection Lakes which are an integral part of the overall drainage and Mitigation Area for Reflection Lakes. In light of said responsibilities, Developer has entered into that certain Easement dated February 19, 1998 and recorded in O.R. Book 2925, Page 2135 of the Public Records of Lee County, Florida (the "Easement Agreement"). This Easement Agreement burdens The Properties and provides for and grants to the adjacent property owner, its agents, designees, successors and assigns, perpetual non-exclusive easements over, across, under and to The Properties for the limited purpose of use of Reflection Lakes' stormwater drainage system for the discharge, detention and retention of stormwater and surface water from the Easement grantee's property as well as ingress/egress, repair and maintenance for the drainage areas and facilities as required by the Easement, Lee County and the various governmental and quasi-governmental entities and any permits issued thereby.

4.9 Wetlands Preservation, Conservation and/or Mitigation Areas. Certain areas, including but not limited to mitigation areas and wetland areas, are or could be included as Common Areas but The Council has maintenance obligations as provided in the Stormwater Declaration.

4.10 Material Alteration or Substantial Addition to Common Areas. There shall be no Material Alterations or Substantial Additions to the Common Areas by the Master Association, except as authorized by the Board. Provided, however, that if any such Material Alteration or Substantial Addition requires or obligates the expenditure of Master Association funds of more than $100,000.00 for the fiscal year in which the work is authorized, the Board shall obtain approval of at least two-thirds (2/3) of Voting Interests present (in person or by proxy) and voting at a Master Association meeting at which a quorum has been attained. Necessary maintenance of the Common Areas, regardless of the level of expenditure, is the responsibility of the Board. **"Material Alteration or Substantial Addition"** means to palpably or perceptively vary or change

the use, form, shape, elements or specifications of a portion of the Common Areas from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

4.10.1 Subject to the approval of the Voting Interests if in excess of the expenditure limits above, the Master Association, through its Board of Directors, is authorized to enter into agreement to, and otherwise to acquire, hold, and dispose of tangible and intangible personal property and real property. Without limiting the generality of the foregoing, the Master Association through its Board of Directors, is authorized to acquire, hold, and dispose of fee simple title to parking areas, conservation areas, and other recreational facilities, regardless of whether the lands or facilities are contiguous to the Property or whether such lands or facilities are intended to provide enjoyment, recreation, or other use or benefit to the Owners. Costs associated with such acquisition, ownership, and disposal shall be considered a Common Expense and such property, upon acquisition, shall be considered a Common Area for so long as it is owned by the Master Association.

ARTICLE 5
MASTER ASSOCIATION MAINTENANCE;

5.1 Maintenance of Common Areas by Master Association. The Master Association shall maintain, repair, operate, manage and insure, and take commercially reasonable action to replace as often as reasonably necessary, the Common Areas owned by it, any and all Improvements situated on the Common Areas (other than those Common Areas wherein the maintenance obligations belong to The Council pursuant to the Stormwater Declaration, to a Condominium Association, or to a Parcel Owner), including, but not limited to, all recreational facilities, landscaping, paving, irrigation systems, pipes and sprinklers, private roads, gate houses, if any, perimeter walls and/or fences, if any, street lighting fixtures (unless the street lighting is maintained by FP&L) and appurtenances located within public and private rights-of-way if so required, sidewalks, swimming pools and structures, except public utilities, Community Systems (to the extent same have not been made Common Areas) and other Common Area owned by the Master Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. In addition to the Common Areas, the Master Association is hereby granted the authority, but not the obligation, to accept delegation of obligations to maintain and monitor those areas to be maintained by The Council pursuant to the Stormwater Declaration or a Condominium Association, and to maintain those areas which are not part of the Common Areas, but rather which are public right of ways, thoroughfares, medians, buffer areas, or other areas which are ordinarily to be maintained by the County and/or the Municipality in which Reflection Lakes is located.

In the event of any conflict, ambiguity or uncertainty as to whether certain maintenance or other duties as to any portion of The Properties falls within the jurisdiction of the Master Association or a Condominium Association or The Council, the provisions of the Stormwater Declaration shall control as to Mitigation Area issues, and this Master Declaration shall control as to all other issues.

All work pursuant to this Section, whether on Common Areas or other areas, and all expenses hereunder shall be paid for by the Master Association through Assessments imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Master

Association, on behalf of itself and/or all or appropriate Condominium Associations, shall have the power to incur, by way of contract or otherwise, expenses general to Reflection Lakes or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the affected Condominium Associations and/or Parcel Owners, based on such formula as may be adopted by the Master Association or as otherwise provided in this Master Declaration. The portion so allocated to any Condominium Association and/or Parcel Owner shall be deemed a general expense thereof, collectible through its own Assessments.

No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas

5.2 Maintenance of Landscaping and Pedestrian Areas and Perimeter Border. Without limiting the generality of other applicable provisions hereof, the Landscaping and Pedestrian Areas and Perimeter Border shall be maintained by the Master Association, in a continuous and satisfactory manner without direct, individual expense to the Owners of the Parcels upon which the Landscaping and Pedestrian Areas and the Perimeter Border are situated or abut, except for their share of the general Common Expenses. Such maintenance shall extend to any street lighting fixtures and the payment for electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through Assessments imposed in accordance herewith or by allocation of such expenses to the applicable Condominium Association or its members, as provided herein. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this Section.

The Master Association shall maintain all landscaping on Common Areas owned by it, as well as the street trees or avenue trees lining the road rights of way (as distinguished from landscape trees on a Parcel), as a Common Expense (1/820). The Board shall have the right to remove, alter, or replace such Common Area landscaping and street trees from time to time. The Condominium Associations shall maintain all other landscaping within the Condominium Properties.

5.2.1 Limitations on Use. The Landscaping and Pedestrian Areas shall be used for the purposes of landscaping, a planting screen buffer and for installation and maintenance of underground utilities and lines and shall not be used by Owners of the respective Parcels for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Parcels or Condominium Properties across any Landscaping and Pedestrian Areas.

5.3 Perimeter Border; Boundary Wall. Any boundary wall or other visual screen constructed along all or a portion of the perimeter of Reflection Lakes, upon agreement of the Board, shall be maintained by the Master Association. Such boundary wall or screen may include, but not be limited to, landscaping, walls or fences or the like or a combination thereof.

5.4 Villa and Executive Parcel Landscaping. The Master Association shall maintain, certain lawn and landscaping within the Villas and Executive Parcels as set forth in Section 7.3 below

5.5 Stormwater Drainage Areas, Mitigation Area Monitoring and Maintenance. The Council has responsibility for maintenance of certain Common Areas as provided elsewhere herein. Notwithstanding anything contained herein to the contrary, and in the event of any ambiguity between the Stormwater Declaration and this Master Declaration, the Stormwater Drainage Areas and Mitigation Areas shall ultimately be the perpetual responsibility of The Council in accordance with the provisions of the Stormwater Declaration. The Master Association may collect The Council's assessments in accordance with the provisions of the Stormwater Declaration and may accept delegation of monitoring and maintenance of the Stormwater Drainage Areas and the Mitigation Areas, provided, however, that The Council shall remain ultimately liable for all such obligations and responsibilities.

5.6 Perpetual Maintenance. Notwithstanding anything contained herein to the contrary, in the event the Master Association is ever dissolved, The Properties which has been dedicated to the Master Association for ingress, egress, maintenance and other proper purposes pursuant to the Plats shall be dedicated to a similar non-profit entity which will assume the obligations of maintenance as required in this Master Declaration in perpetuity.

ARTICLE 6
COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Parcel within Reflection Lakes, hereby, respectively, covenant and agree, and each Owner of any Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, and each Condominium Association, shall be deemed to covenant and agree to pay to the Master Association Assessments for Common Expenses incurred by the Master Association, as fixed, established and collected from time to time. In addition, Charges may be levied against particular Parcel Owners for fines, expenses incurred against particular Parcels and/or Owners to the exclusion of others and other charges against specific Parcels or Owners as contemplated in this Master Declaration, and such Charges are collectible as individual Assessments hereunder. The Annual Assessments and Special Assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the Parcel and shall be a continuing lien upon the Parcel against which such Assessment is made. Upon recording a Claim of Lien in the Public Records of Lee County, stating the description of the Parcel, name of the Owner, amount due and the due dates the lien shall relate back to and be effective from the date the original Declaration was recorded in the Public Records of Lee County, Florida to wit: August 13, 1999. Each such Assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property, as well as his heirs, legal representatives, successors and assigns.

6.2 Determination of Assessments for Common Expenses. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Master Association during the fiscal year. The Assessment per Parcel shall be equal (1/820), except that the landscaping expenses incurred for the Villa Parcels and Executive Homes shall be part of the Assessment against the Villa Parcels and Executive Homes on a 1/358 basis.

From time to time during the fiscal year, the Board may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board may, upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Parcel. If the expenditure of funds is required by the Master Association in addition to funds produced by the regular Assessments for Common Expenses, the Board may make Special Assessments for Common Expenses, which shall be levied in the same manner as Annual Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any Special Assessments.

6.3 Payment of Assessments for Common Expenses. On or before the date each Assessment for Common Expenses is due, each Member shall be required to and shall pay to the Master Association an amount equal to the Assessment for Common Expenses per Parcel, multiplied by the number of Parcels within The Properties then owned by and/or under the jurisdiction of such Member.

6.4 Common Areas and Certain Other Property. No Common Areas hereunder or any Condominium Common Elements shall be subject to direct Assessment hereunder. The foregoing exemption shall also apply to parks and similar open spaces. Further, the foregoing exemption shall apply to any land owned by a publicly regulated utility company as long as such land is used for or in connection with the provision of utilities. In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to Assessment, the determination of the Board shall be final and conclusive (and not subject to later change unless the use of the open space in question changes).

6.5 Due Dates. The Annual Assessments shall be payable in advance in monthly installments, or in semi-annual or quarter-annual installments if so determined by the Board. The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted.

The due date(s) of any Special Assessment shall be fixed in the resolution of the Board authorizing such Assessment.

6.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Master Association. If the installments of an Assessment are not paid on the dates when due (being the dates specified herein), then such installments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Parcel, which shall bind such Parcel in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as otherwise provided in this Article, the personal obligation of the then Owner to pay such Assessment shall pass to his successors in interest and recourse may be had against either or both.

6.6.1 Late Charges; Lien. If any installment of an Assessment is not paid within ten (10) days after the due date, at the option of the Master Association, a late charge of $25.00 per installment, or the maximum amount provided by law, may be imposed. The remainder of installments of the Annual Assessment may be accelerated and become immediately due and payable in full. All sums due shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum). The Master Association may

bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien against the property on which the Assessments and late charges are unpaid, or may foreclose said lien, or pursue one or more of such remedies at the same time or consecutively, and attorneys' fees and costs, of, including but not limited to, preparing and filing the claim of lien and the complaint (if any) in such action, and in prosecuting same, shall be added to the amount of such Assessments, interest and late charges. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred in the applicable action together with the costs of the action, and the Master Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

6.6.2 In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or the interest in a Parcel as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Parcel or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the prior Owner have been fully paid, and no sale or other disposition of a Parcel shall be permitted until an estoppel letter is received from the Master Association acknowledging payment in full of all assessments and other sums due.

Unless delegated to a Condominium Association, or to The Council, it shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder.
Failure of a collecting entity to send or deliver bills or, notices of Assessments shall not, however, relieve Owners from their obligations to pay Assessments or Charges in accordance with this Master Declaration.

The Master Association shall have the right and authority to collect rent from Tenants occupying Parcels whose Owners are delinquent in the payment of Assessments as provided in Section 10.2 below.

The Master Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

6.7 Subordination of the Lien. The lien of the Assessment provided for in this Article shall be subordinate to real property tax liens, and to the lien of any first mortgage recorded in the Public Records of Lee County, Florida prior to recordation of a claim of lien filed by or on behalf of the Master Association, which mortgage encumbers any Parcel and is in favor of any institutional lender or is otherwise insured by EMMA or FHLMC and is now or hereafter placed upon a portion of the property subject to Assessment. However as to all other liens or encumbrances against the Parcel, the Master Association's lien shall relate back to and be effective from the date the original Declaration was recorded in the Public Records of Lee County, Florida, to wit: August 13, 1999.

A lien for Assessments shall not be affected by any sale or transfer of a Parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, or a deed in lieu of foreclosure of a first mortgage, conducted in accordance with the Act, the holder of a first mortgage that takes title to a Parcel shall only be obligated to pay the Master Association past due

Assessments equal to the lesser of the last twelve (12) months' worth of Assessments or 1% of the original mortgage amount provided that the Master Association was initially named as a party in the foreclosure action. If the Master Association was not initially named as a party to the foreclosure action the first mortgage holder shall be obligated to pay all past due Assessments due and owing at the time of the conveyance. All other acquirers of title shall be liable for all Assessments charges, costs, interest and fees pertaining to the Parcel or chargeable to the former Owner of the Parcel which became due prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Parcel from liability for, nor the Parcel from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

The order of priority of liens hereunder shall be: tax liens, first mortgage liens, liens for Master Association Assessments, and liens for other Condominium Association assessments. Any unpaid Assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section 6.8 shall be deemed to be an Assessment divided among, payable by Owners of, and a lien against, all Parcels as provided in Section 6.1 of this Article 6, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for Assessment under this Article shall be superior to liens for assessments of the Condominium Associations which may be referred to in declarations of condominium recorded with respect to certain Condominium Units. In the event only a portion of the Assessments of the Master Association and a Condominium Association are collected, the amount collected shall be applied first to Assessments of the Master Association, and the balance, if any, shall then be paid to such Condominium Association.

6.8 Collection of Assessments. The Master Association shall collect all Assessments payable by the Owners pursuant to this Article. Each Owner will remit the Assessments to the Master Association pursuant to any procedure established by the Master Association or its Manager. The Master Association may delegate any duties delegated to it pursuant hereto to the Condominium Associations, to Management, or to another collecting entity. All references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity.

6.8.1 Delegating Collection of Assessments to a Condominium Association. The Master Association has the right, but not the obligation, to delegate collection of Master Association Assessments to a Condominium Association. In the event that the Assessments received by each Condominium Association for itself and for the Master Association are received in a lump sum, and such sum is less than sufficient to pay both entities, the amount collected shall be applied first to the Assessments of the Master Association, and then to those of the Condominium Association (the Master Association to be paid in full before the Condominium Association is paid). Except for what is delegated as stated above, all other Special Assessments, Charges, fines, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to entity imposing such amounts. The Master Association and each Condominium Association shall have the power, but shall not be required, to record liens or take any other actions with regard to delinquencies in Assessments payable to the Master Association.

In the event that The Council and/or the Condominium Association does so, then all rights of enforcement provided in Articles 6 and 9 hereof shall be deemed to have automatically vested in The Council, and/or the Condominium Association, as applicable, but all costs and expenses of exercising such rights shall nevertheless be paid by the Master Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered).

6.8.2 Change in Collection Procedures. The Master Association may change, from time to time, upon sixty (60) days' prior written notice to the Members, the procedures set forth in this Section 6.8 in whole or in part.

6.9 Working Capital Fund. The Master Association has established a Working Capital Fund. Contributions to the Working Capital Fund will be collected by the Master Association from each Parcel purchaser, at the time of conveyance, in such amount as is established by the Board from time to time by written resolution adopted at a Board meeting, provided, however that the Board may not increase the amount of the Working Capital Fund contribution more than once in any 12-month period. Each Parcel's share of the Working Capital Fund shall be collected and transferred to the Master Association at the time of closing of the sale of each Parcel. The purpose of this fund is to assure that the Board will have cash available to meet any legitimate Master Association expense, or to acquire additional equipment, property, or services deemed necessary or desirable by the Board. Amounts paid into the Working Capital Fund at closing are not to be considered advance payment of any Assessments under this Article 6 and are not refundable or transferable. For purposes of this Article, the term "conveyance" shall mean the transfer of record legal title to a Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Working Capital Fund contribution: (a) between and among co-Owners of the same Parcel being transferred; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of an Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (d) to a mortgagee, the Master Association, or a Condominium Association, pursuant to a final judgment of foreclosure or deed in lieu of foreclosure; and (e) to an Owner who owned and occupied a Parcel in Reflection Lakes within the ninety (90) days prior to the date of the subject conveyance, which Owner previously paid a Working Capital Fund contribution upon acquiring such prior Parcel within the Community. It is the responsibility of the Owner to apply with the Association for an exemption under any of (a) through (e) above, prior to the date of conveyance. Provided, however that upon a transfer that occurs following the exempt transfers described in (a) through (e) above, the Working Capital Fund shall be due and payable.

6.10 Charges for Damage. Owners (on their behalf and on behalf of their Tenants, Guests, Family members, and Invitees) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Master Association and an individual Assessment or Charge may be levied therefor against such Owner or Owners. Such individual Assessments or Charges shall be subject to the provisions hereof relating to the lien and foreclosure procedures and shall be secured by a Lien for Charges.

ARTICLE 7
MAINTENANCE OF PARCELS

7.1 Exterior of Homes. Owners shall maintain or cause to be maintained all structures and other Improvements (including all Homes) located on his, her or their Parcel in a neat, orderly and attractive manner and consistent with the general appearance of The Properties, except for landscaping services performed by the Master Association for Villa Parcels and Executive Homes. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the developed portions of The Properties and, as to Homes, the portion thereof in which the Home is located taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Board or the ARB. Each Owner shall repaint, refinish, clean roof or repair as appropriate, the exterior portions of his Home (with the same or similar materials as initially used by Developer and with colors approved by the ARB) as often as is necessary to comply with the foregoing standards. Condominium Unit Owners in the Condominium Associations shall maintain such portions of the Condominium Properties as prescribed by their declarations of condominium.

7.2 Parcels. Unless properly delegated to the Master Association or a Condominium Association having jurisdiction, each Owner shall maintain the trees, shrubbery, grass and other landscaping, and all parking, pedestrian, recreational and other open areas, on his Parcel in a neat, orderly and attractive manner and consistent with the general appearance of the developed portions of The Properties and, as to Homes, the portion thereof in which the Home is located. The Owner shall be responsible to maintain his driveway to the point where it connects to the paved street. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties (and the applicable portion thereof as aforesaid) as initially landscaped or as modified by the Board (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

The land up to the centerline of any unimproved road right of way which a Parcel abuts shall be maintained by the Owner of such abutting Parcel in the same manner and at the same time as the Parcel is maintained, unless the Master Association or a Condominium Association assumes such maintenance responsibilities.

7.3 Parcel Landscaping and Irrigation. The Owners of Parcels in the Single-Family Section shall be responsible for all of their own landscaping and shall also be responsible for any grass between the sidewalk and their yard.

7.3.1 Villa and Executive Parcel Landscaping Responsibilities of Master Association. Notwithstanding the foregoing, the Master Association shall maintain, on a 1/358 cost allocation basis, all landscaping within the Villas and Executive Parcels, except for any additions or alterations to the landscaping made by an Owner or his predecessor in title. The Owner of a Villa Parcel or Executive Parcel shall be responsible for the cost of replacement of any landscaping that dies or is in an unattractive state, as determined by the Master Association, no matter the cause.

7.3.2 Irrigation. All Owners, including the Condominium Properties, shall be responsible to have adequate potable water connection and appropriate controls, pipes, and sprinkler heads, as determined by the Master Association, to permit their Lots to be properly irrigated, and said Owners shall ensure that proper irrigation is applied. All Lots must be irrigated with an underground automatic sprinkler system. All irrigation shall comply with any irrigation plan for Reflection Lakes or any appropriate portion thereof. Any modification of any Lot's irrigation system may be subject to approval by the Master Association. Any and all pipes, conduits and sprinklers, installed and/or located on an individual Lot or the Condominium Properties shall be maintained by the individual Owner or applicable Condominium Association. The source of irrigation water for all Parcels shall be as follows:

(a) Parcels in the Single-Family Section, Executive Home Parcels, and Villa Parcels: Potable water supplied by Lee County Utilities.

(b) Condominium Properties: Potable water or recycled lake water supplied pursuant to an active permit issued by the South Florida Water Management District.

(c) Master Association Common Areas: Potable water or recycled lake water pursuant to an active permit issued by the South Florida Water Management District.

Private wells on any Parcel installed for providing irrigation water or any other use are strictly prohibited. Any party who violates this Section shall be financially and otherwise responsible and may be assessed

7.4 Remedies for Noncompliance. In the event of the failure of an Owner to maintain or cause to be maintained, his Home, Lot, or Condominium Property, in accordance with this Article, the Master Association or applicable Condominium Association (whichever at the time has the power or duty to enforce this Article, pursuant to Article 12 hereof) shall have the right (but not the obligation), upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Master Association, to enter upon the Owner's Parcel and perform such work as is necessary to bring the Parcel, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the repairing of Community Systems, if needed, the resodding or replanting of grass, trees or shrubs, the repainting or re-staining of exterior surfaces of a Home; the repair of walls, fences, roofs, doors, windows and other portions of a Home or other structures or Improvements on a Lot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein do not limit the Master Association from pursuing alternative remedies. The remedies provided for herein shall be cumulative with all other remedies available under this Master Declaration or other applicable covenants or deed restrictions (including, without limitation, the imposition of fines or Charges or the filing of legal or equitable actions).

7.5 Costs of Remedial Work; Surcharges. In the event that the Master Association, or an applicable Condominium Association, performs any remedial work on a Home or Lot pursuant to this Article or any other applicable covenants or deed restrictions, the costs and expenses thereof shall be deemed a Charge and may be immediately imposed by the Board or its

designee. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid Charge. No bids need to be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable enforcing entity in its sole discretion.

7.6 Right of Entry. There is hereby created an easement in favor of the Master Association and/or the applicable Condominium Association, as appropriate, and their applicable designees, over each Parcel for the purpose of entering the Parcel in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

7.7 Condominium Associations. All of the requirements, obligations and remedies set forth in this Article shall apply to all Condominium Associations and their Condominium Common Elements and all Improvements thereto. Accordingly, as applied to a Condominium Association, the term Owner as used in this Article shall be deemed to include the Condominium Association (even if it does not hold legal title to its Condominium Common Elements) and the term Parcel shall be deemed to include Condominium Common Elements and all Improvements thereto. Any cost of remedial work or surcharge thereon applicable to a Condominium Association shall be paid directly by the Condominium Association, failing which the Master Association may pursue all available legal and equitable remedies.

7.8 Additional Provisions. The provisions of this Section are applicable to the Villas, and where specified, the Executive Homes.

7.8.1 Villa Painting. Painting of an entire Villa Building located on two Villa Parcels must be done at the same time by the Owners of the two (2) Villas in the Villa Building. Villas must be the same color on both sides, including house, trim and garage doors.

7.8.2 Villa Roofs. The roof of each Villa will be treated as a separate roof serving only that Villa, irrespective of the fact that it is connected to the roof of an adjacent Villa within the Villa Building.

(a) Responsibility for Repair and Replacement. Maintenance, repair, and replacement of the roof serving a Dwelling constructed upon a Villa Lot, together with all costs and expenses of such maintenance, repair, and replacement, shall be the sole responsibility of the Owner of that Villa. Replacement of Villa roofs is strongly recommended to be done by both Villa Parcel Owners at the same time. All repair or replacement of all roofs requires ARB approval. The ARB may require tile samples as a condition of replacing Villa roof tiles, in whole or in part, and may require verifiable proof that a closer tile material is not available, including through the order of custom tile. The ARB Guidelines may require that both sides of a roof be the same color, including requirements related to painting or staining the neighboring roof to match the new roof tiles, in which case the Villa Owner doing the re-roofing will be responsible for the cost of painting or staining the adjoining Villa's roof tiles.

Villa co-owners under the same roof should replace their roof at the same time and apply for ARB approval together. If a Villa co-owner needs to replace their roof but cannot get agreement from the owner of the other Villa under the same roof to replace his or her half of the roof, the Villa co-owner may apply to the ARB for roof replacement but the ARB application must explain in detail, with engineering drawings, the method for replacing their half of the roof and how colors of the entire roof will match. If replacement of Villa roofs is not done at the same time, the Villa Parcel Owner who is replacing his or her roof must include in its ARB application: (i) evidence that Lee County has or will issue permit for the single/one-side roof replacement; (ii) written permission from the other Villa Owner in the Villa Building acknowledging that some tiles on his or her roof will need to be removed and replaced during the re-roofing process, and that access over their roof by the roofing contractor will be necessary, or failing which, evidence of written notice and diligent efforts to obtain such permission. To the extent permitted by Florida law each Villa roof owner shall have an easement for access and maintenance upon the adjacent roof to the extent reasonably necessary to maintain, repair and replace their roof in accordance herewith.

(b) Negligence or Willful Misconduct. Notwithstanding any other provision of this Section, if the damage or destruction of the roof serving one Villa is caused by the negligence or willful misconduct of the Owner of the adjacent Villa Parcel or anyone acting on behalf or with the permission of the adjacent Villa Parcel Owner, such adjacent Villa Parcel Owner shall bear the entire cost of repair or replacement. Notwithstanding any approval requirements of this Declaration or the ARB, neither the Master Association nor the ARB shall have any liability whatsoever to any Parcel Owner for the repairs, replacements, design, damage, or any other actions or inactions of any Villa Parcel Owner, its contractors, subcontractors, suppliers, vendors, agents, designees, or invitees as it relates to each Villa Parcel Owners' responsibility for roofs hereunder.

7.8.3 Party Walls. Each wall (including any exterior privacy wall or screen that serves both Villa Parcels, or serves to Executive Parcels, if any), extending all the way to and including the exterior surface of the roof, which is built as a part of a Home upon a Parcel and placed on the common boundary line of two adjacent Parcels shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law in the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all party walls and to all shared roof lines.

ARTICLE 8
USE RESTRICTIONS, RULES AND REGULATIONS

8.1 Applicability. The provisions of this Article shall be applicable to all of The Properties.

8.2 Land Use and Building Type. Each Parcel may be used for Single-Family, residential purposes only. No changes may be made to the Homes, the Lots, or the Condominium Properties, or any Improvements thereof, as originally constructed, without the consent of the ARB or Master Association as appropriate and as provided herein.

8.2.1 No trade or business of any kind may be conducted in or from a Parcel or any portion of the Condominium, except that the Owner or Occupant may conduct ancillary, "home-office" business activities within the Home so long as:

(a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Home or Condominium Unit (including, but not limited to, signs identifying the business shall not be seen from outside the Home or Condominium Unit, the business use shall conform to all noise ordinances and all noise and nuisance requirements of this Master Declaration, if any);

(b) the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

(c) the business activity does not increase traffic in the Community in excess of what would normally be expected for residential dwellings in the Community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(d) the business activity and all parties related to the business activity comply with all vehicle and parking requirements and prohibitions set forth in this Master Declaration;

(e) the business activity is legal and conforms to all zoning requirements for the Community;

(f) the business activity does not require the Master Association to obtain additional insurance coverage, increase the insurance premium paid by the Master Association, or otherwise negatively affect the Master Association's ability to obtain insurance coverage;

(g) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents in the Community, as determined in Board of Director's discretion; and

(h) the business activity does not result in a materially greater use of Common Areas, facilities or Master Association services. The terms "business" and "trade," as used in this provision, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's Family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

8.2.2 The foregoing notwithstanding the use of a Parcel as a public lodging establishment, for Home Sharing, or for Fractional Ownership, or as part of any type of vacation club or program shall be deemed a business or commercial use that is prohibited.

8.2.3 By conducting ancillary business activity from a Parcel in the Community, the Owners and Occupants of such Parcel hereby covenant and agree to release and hold harmless the Master Association, its Directors, Officers, agents, representatives and/or vendors for any interruption or suspension of, or any damages to, such ancillary business activity caused by any action or inaction of such parties of any nature whatsoever. The Master Association shall have no liability or obligation to take any action or refrain from taking any action that will impact an Owner's or Occupant's business activity from a Parcel in the Community. Owners and Occupants conducting any ancillary business activity from a Parcel in the Community hereby covenant and agree to obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests. The Master Association shall not be liable or obligated to obtain additional insurance coverage related to or because of the existence of such ancillary business activity.

8.3 **Nuisances**. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners or Residents.

8.4 **Oil and Mining Operation**. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. Underground liquid propane fuel tanks for servicing a standby generator, gas oven/cooktop, or similar gas fueled item, may be installed subject to approval of the ARB, and any requirements set forth in the Rules or ARB Guidelines.

8.5 **Pets, Livestock and Poultry**. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot, within any Home, within any Condominium Unit, or on Condominium Common Elements, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any Resident by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Master Association, and Owners shall be responsible to clean-up any such improper excretions. All animals shall be on leash or carried when outside the Owner's Parcel. For purposes hereof, "household pets" means dogs, cats and other animals expressly permitted by the Master Association, if any. Pets shall also be subject to all applicable Rules and Regulations. Nothing contained herein shall prohibit the keeping a reasonable number of fish or domestic (household-type) birds in addition to permitted pets, as long as the latter are kept indoors and do not become a source of annoyance to Residents.

8.5.1 **Additional Pet Rules and Regulations**. Notwithstanding the provisions of Section 8.5 above, the Master Association shall have the right from time to time to adopt or amend with respect to any Neighborhood within The Properties restrictions (including those of this Section 8.5), Rules and Regulations governing the type, number and size of pets or other animals that may be kept within that Neighborhood; and Rules and Regulations governing pets may vary between Neighborhoods of The Properties to the extent that the Board deems appropriate.

8.6 Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

8.7 Commercial Trucks, Trailers, Campers and Boats. Subject to the Rules and Regulations as the Master Association may, from time to time promulgate, no commercial vehicle of any kind shall be permitted to be parked or stored within The Properties unless parked inside a garage at all times. The foregoing restriction shall not be deemed to prohibit the temporary parking of commercial vehicles on The Properties while making delivery to or from, or while used in connection with providing services within The Properties. For purposes hereof, a vehicle will be deemed commercial if it exceeds 2.5 tons gross vehicle weight or has more than four (4) wheels, if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or stored in the vehicle or truck bed where clearly visible or if the vehicle is a recreational vehicle, camper, trailer, or other than a vehicle manufactured as a private passenger vehicle. Motorcycles are permitted with the prior written consent of the Master Association, which may be withdrawn at any time. All vehicles and any permitted motorcycle must be equipped with appropriate noise muffling equipment so as the operation of same does not create an unreasonable annoyance to the Owners within The Properties.

8.7.1 Parking. All vehicles parked within The Properties must be in good condition, and no vehicle which is unlicensed, unregistered or which cannot operate on its own power shall remain within The Properties for more than twenty-four (24) hours, and no major repair of any vehicle shall be made on or within The Properties. In addition, all vehicles must be parked in a manner that does not block or obstruct in any way, pedestrian passage on sidewalks, or that area of the driveway that would be a natural continuation of the sidewalk. All parking must conform to the Rules and Regulations.

Subject to applicable laws and ordinances, any vehicle parked in violation of the Governing Documents may be towed or immobilized (e.g., "booted") by the Master Association or its designee at the sole expense of the owner of such vehicle if such vehicle remains in violation 8 hours from the time a first notice of violation is placed on the vehicle. Any vehicle that has been given at least one (1) prior notice at any time for improper parking may be towed or immobilized immediately by the Master Association or its designee without further notice. The foregoing notwithstanding any vehicle which the Board determines poses an immediate threat to the health, safety or welfare of the Community and/or its Residents may be towed or immobilized without notice. The Board may delegate its authority under this provision to an Officer, Director, or Management from time to time. The Master Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or immobilizing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean but not be limited to campers, mobile/motor homes and trailers (including trailers with boats or other items on them). An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive and irrebuttable evidence of proper posting.

8.8 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Master Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Master Association (which

may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored so as not to be visible from the street. All solid waste containers shall comply with applicable Condominium Association restrictions and the standards adopted by the Master Association for such containers (the latter to control over the former in the event of conflict).

8.9 **No Drying**. No clothing, laundry or wash shall be aired or dried on any portion of The Properties without prior approval of the Board.

8.10 **Air Conditioners and Reflective Materials**. No air conditioning units may be mounted through windows or doors, nor may any air conditioning units or appurtenant fixtures be mounted on exterior walls unless approved by the ARB. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the ARB or its equivalent for energy conservation purposes.

8.11 **Renewable Resource Devices**. Nothing in this Master Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Master Association or a Condominium Association.

Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties without making the cost of the aforesaid devices prohibitively expensive.

8.12 **Trees, Shrubs and Artificial Vegetation**. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, may be cut down, destroyed or removed from a Lot, or Condominium Common Elements, without the prior express written consent of the ARB. No artificial grass, plants or other artificial vegetation, or sculptural landscape decor, shall be placed or maintained upon the exterior portion of any Lot without the aforesaid ARB consent.

8.13 **Exterior Lighting**. All exterior lighting shall be subject to prior approval by the ARB.

8.14 **Games and Play Structures**. All tennis courts and other play structures (except basketball backboards) shall be located at the rear of the Lot, or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature (except basketball backboards which shall not block pedestrian passage) shall be constructed on any part of a Lot located in front of the rear line of any Home(s) constructed on the Lot, and any such structure must have the prior approval of the ARB.

8.15 **Fences and Walls**. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the approval of the ARB. The ARB shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any. No chain link fences shall be permitted on any Lot or portion thereof. The foregoing notwithstanding the Master Association may install and maintain chain link fences on the Common Area as deemed necessary or desirable from time to time.

8.16 **Mailboxes**. No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style and location. The Association may require a uniform style of mailbox for different segments of the Community, or the Community as a whole. Owners shall be responsible for maintenance of their mailboxes, except in the Condominium Properties, which shall be governed by the governing documents for the Condominium Properties. When a single post supports two (2) mailboxes, the respective Owners shall be jointly and severally liable for its maintenance.

8.17 **Utility Connections**. Permanent building connections for all utilities serving an Owner's Lot including, but not limited to, water, electricity, telephone and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies or as part of the Community Systems.

8.18 **Off-Street Motor Vehicles**. No motorized vehicle may be operated off of paved roadways and drives except as specifically approved in writing by the Master Association for the purpose of maintenance, construction or similar purposes and except as operated by the Master Association or its contractors, subcontractors or designees.

8.19 **Storage**. All storage areas of any kind upon any Lot shall be completely screened from view from the exterior of the Lot.

8.20 **Drones**. Drones, as defined by Section 934.50(2)(a), Florida Statutes (2020), as amended from time to time, and other remotely controlled flying devices (collectively "Drones") are prohibited from being operated over, on or in any portion of the Community, including, but not limited to, the Common Areas and Parcels, except that properly licensed Drones used lawfully by outside parties for commercial purposes may be operated within the Community, with prior approval of the Board. The Board may adopt additional Rules regulating the use of commercial drones including requirements regarding insurance and an indemnity undertaking by users or operators of commercial Drones. Drones used for recreational purposes and Drones which are not properly licensed and lawfully used for commercial purposes in accordance with this provision and Rules of the Board, if any, are prohibited in the Community.

8.21 **Condominium Associations**. All of the restrictions, requirements and obligations set forth in this Article shall apply to all Condominium Associations, their Condominium Common Elements (and all Improvements thereto) and references to activities or practices of Owners shall be deemed to include activities or practices of the Condominium Association (regardless of where same occur).

8.22 **Additional Use Restrictions**. The Board may adopt such additional use restrictions, rules, regulations, requirements, or policies, applicable to all or any portion or portions of The Properties, including the Parcels and Condominium Common Elements, and to waive or modify application of the foregoing use restrictions with respect to any Lot(s), Home(s), or Condominium Properties, as the Board, in its sole discretion, deems appropriate.

ARTICLE 9
GUEST OCCUPANCY

Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Any Person occupying a Parcel for more than thirty (30) days in a calendar year regardless of whether any consideration is paid, shall not be considered a Guest, and shall be considered a Resident or Tenant subject to the requirements of Article 10 of this Master Declaration.

9.1 Additional Board Authority. The Board may restrict or prohibit Guest visitation by Persons who have committed nuisances within the Community or otherwise violated the Governing Documents in the past, and Persons who have been convicted of or pled no contest to a felony, including, but not limited to, registered sex offenders and Persons who have been convicted of or pled no contest to narcotic offenses. The Board may promulgate such rules, policies, and procedures as are necessary to address Guest Occupancy. The Board may, at a duly noticed meeting, temporarily suspend or permanently ban a Guest from entering the Community if the Board finds that such Person has engaged in a serious violation of the Governing Documents or applicable law within the Community, or has engaged in systematic violations of the Governing Documents or applicable law within the Community. Prior to the imposition of such suspension or ban, the Owner of a Parcel shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board to show cause why the suspension or ban should not be imposed. The decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee. In the event that Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as Guest Occupancies, the Master Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 10 are not being violated.

ARTICLE 10
LEASING

All Leases must be in writing. Owners desiring to lease their Parcel shall furnish the Master Association with a copy of the lease, the name of the proposed Tenant, the names of all proposed Residents, and such other information as the Master Association may reasonably require. Any Person occupying the Parcel as a Resident after initial approval shall be subject to a separate application and approval process. The Master Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Tenants or Resident. The Master Association shall give the Owner written notice of its decision within said period. Extensions or renewals of Leases must also be approved by the Master Association. No individual rooms may be rented and no transient Tenants may be accommodated. "rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of three (3) continuous calendar months (or ninety (90) continuous days). No more than three (3) lease occupancies per calendar year are permitted. No Parcel may be occupied by any Person other than the Tenant and his Family, including the Owner, when the Home is under lease. No Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including, but not limited to, television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Parcel may be leased for anything less than the minimum period of three (3) continuous calendar months.

10.1 Tenant Conduct; Remedies. All leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the Governing Documents, and that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant to termination of the lease and/or eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, Resident, other Occupant, Guest or Invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Master Association as to the Tenant. The Owner shall have the duty to bring his Tenant's conduct (and that of the other Residents, Occupants, Guests or Invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Master Association, or in other circumstances as may be determined by the Board, the Master Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Master Association in its own right, or as agent of the Owner. The Master Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Master Association shall have the authority to direct that all rental income related to the Parcel be paid to the Master Association until all past due and current obligations of the Master Association have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

10.2 Master Association Right to Approve Leases, Renewals, and Extensions. The Board shall have the authority to approve or disapprove all leases, and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. No Person may occupy a Parcel as a Tenant, Family member of a Tenant, or otherwise without prior approval of the Board. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Parcel as a condition for approval. The Board may, but shall not be obligated or have the duty to, conduct criminal background investigation in connection with proposed leases. The Board may waive the application and review process if same is being performed by a Condominium Association, and the Master Association is satisfied the that interests of the Community are being adequately addressed by the Condominium Association.

10.3 Security Deposit. The Board shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Tenant or Owner place a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or $500 for non-related overnight Guests in the absence of the Owner) into an escrow account maintained by the Master Association to protect against damage to the Common Areas or Master Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this

paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2020), as amended from time to time.

10.4 Approval Process; Disapproval. Any Owner intending to lease his Parcel shall submit a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Master Association and an interview (if requested by the Board), the Master Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Master Association disapproves a proposed lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Master Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

10.4.1 The Person seeking approval (which shall hereinafter include all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

(a) a capital, first or second degree felony involving violence to Persons within the past ten (10) years; or

(b) a first or second degree felony involving illegal drugs within the past ten (10) years; or

(c) any drug offence involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

(d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

10.4.2 The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

10.4.3 The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

10.4.4 The application for approval on its face, facts discovered in connection with the Master Association's investigation, or the conduct of the applicant, indicate that the Person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Master Association as provided for herein shall constitute a presumption

that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

10.4.5 The Person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Community as a Tenant, Resident, Occupant or Guest;

10.4.6 The Owner or Person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process; or

10.4.7 All Assessments, fines and other Charges and monetary obligations against the Parcel and/or Owner have not been paid in full.

10.5 Liability. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Parcel as provided herein.

10.6 Master Association Fee. The Owner or Tenant seeking approval of a lease of a Parcel shall pay a transfer fee for each applicant in an amount determined by the Board.

ARTICLE 11
SALES AND TITLE TRANSFERS

In order to maintain a community of congenial Owners who are financially responsible, and thus protect the value of the Parcels, the use and transfer of Parcels by any Owner shall be subject to the following provisions as long as the Community exists upon the land, which provisions each owner covenants to observe:

11.1 Forms of Ownership.

11.1.1 Ownership by Individuals. A Parcel may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

11.1.2 Co-Ownership. Co-ownership of Parcels may be permitted. If the co-owners are other than spouses, the Owner must designate one (1) of the co-owners as "Primary Occupant," and the use of the Parcel by other Persons shall be as if the Primary Occupant was the only actual Owner. No time share estates may be created. "Home Sharing" by multiple families and "Fractional Ownership" are prohibited.

11.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short-term transient accommodations for several individuals or families. Each entity must designate one (1) natural person to be the "Primary Occupant," and the use of the Parcel by other persons shall be as though the primary occupant were the only actual Owner.

11.1.4 Life Estate. A Parcel may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member from such Parcel, and occupancy of the Parcel shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest will be the Owners, subject to any requirement above to name a primary occupant. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Master Association matters to any one remainderman. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

11.2 **Transfer Fee**. The Master Association may charge a processing fee for the review/approval of transfers of title.

11.3 **Notice of Transfer.** An Owner who transfers his or her Parcel, or any interest therein, whether by sale, gift or operation of law, shall give to the Board of Directors or its designee written notice of such transfer within ten (10) days of the transfer occurring. The notice must include the name and address of the new Owner(s) and all Occupants, a copy of the instrument evidencing his or her ownership, designation of the primary occupant, if applicable, and such other information as the Board of Directors may reasonably require.

ARTICLE 12
COMPLIANCE AND ENFORCEMENT

12.1 **Duty to Comply; Right to Sue**. Each Owner, his Family, Tenants, Guests, Invitees and all Occupants and the Master Association shall be governed by and shall comply with the provisions of the Act and the Governing Documents. Actions for damages or for injunctive relief, or both, or for failure to comply may be brought by the Master Association or by an Owner against:

12.1.1 The Master Association. The Master Association may, but shall not be required to, seek enforcement of the Governing Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Master Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Governing Documents involving the interest of the Owners of two (2) different Parcels, including, but not limited to, noise complaints, nuisance allegations, and the like;

12.1.2 An Owner; or

12.1.3 Anyone who occupies a Home as an Owner, Family member, Occupant, or Guest or using the Common Areas. Owners shall be jointly and severally liable for violations of the Governing Documents by their Family members, Tenants, Guests, Occupants, Invitees, and Licensees.

12.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner, Family member, Tenant, Guest, Occupant, Invitee, Licensee or the Master Association to comply with the requirements of the Act or the Governing Documents, as they may be amended

from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal.

12.3 No Election of Remedies; Remedies Cumulative. All rights, remedies and privileges granted to the Master Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, or at law or in equity. It shall not be presumed that money damages shall be an adequate remedy for violations of the Governing Documents. It is the intent of this Master Declaration that even where remedies such as self-help may be provided in the Governing Documents, the Owners and Master Association stipulate that injunctive or declaratory proceedings may also be pursued, if deemed appropriate to address a violation of the Governing Documents.

12.4 Waiver of Application of Governing Documents. The Master Association shall have the right to waive the application of one (1) or more of the covenants or restrictions of the Governing Documents, or to permit a deviation from said covenants or restrictions, as to any Parcel where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Master Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Master Association, or any other Person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Parcels, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Governing Documents as same may be applied in the future.

12.5 Fining and Suspension. Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents. A fine may not exceed $100 per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed $5,000.00 in the aggregate. Fines of $1,000.00 or more may become a lien against the Parcel. No fine shall be imposed by the Board without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three (3) members appointed by the Board who are not Officers, Directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Master Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Tenant, Licensee, or Invitee of the Owner. The Board may establish additional rules or procedures as it deems appropriate to govern the fining and suspension process and ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Master Association shall operate as required by the Act.

ARTICLE 13
ARCHITECTURAL REVIEW

The Master Association, acting through the Board or the Architectural Review Board ("ARB"), shall have the authority to review and approve plans and specifications for the location, size, type, or appearance of any Home or other Improvement on the Lot, and to enforce standards for the external appearance of Lots, Homes and any other Improvement located on the Lot, as set forth in the Governing Documents and in any ARB Guidelines (sometimes referred to as "**Guidelines**") promulgated by the Board. If there are any conflicts between this Master Declaration and Guidelines, the Declaration will control.

13.1 The ARB. The ARB shall consist of five (5) members appointed by the Board, who need not be Parcel Owners. The Board may appoint a paid consultant, such as an architect or engineer, to sit on the ARB, or act in his or her sole capacity in lieu of the ARB, in whole or in part. The consultant's fees, as they relate to a specific application, shall be paid for by the applicant. The Board may act as the ARB. The Board in its sole and absolute discretion may remove members of the ARB at any time, with or without cause, and may appoint such members as it deems advisable.

13.2 Architectural Review. No Parcel, Lot, Home, Condominium Common Elements, portions of a Condominium Unit visible from any exterior vantage, or other Improvement of any kind shall be erected, constructed, altered, modified, placed or maintained within the Community (including any roofing or other building materials and any landscaping on the Lot or Condominium Properties) be altered or modified, unless prior to the commencement of any work thereof, two (2) complete sets of plans and specifications if applicable, including time line for completion, front, side and rear elevations, floor plans, two (2) sets of plans indicating and fixing the exact location of such Improvements or such altered Improvement, shall have been first submitted in writing for approval and approved in writing by the ARB. The foregoing prior approval is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of a Home or the Condominium Properties, and it is specifically intended that the ARB shall approve or disapprove the colors of the exteriors of Homes, buildings on the Condominium Properties, and other Improvements existing within the Community. This Article shall not apply to the Common Areas regarding any action of the Master Association. The Board, in the Guidelines, may specify which ARB requests require a report or certification (and the extent of such report or certification) from an engineer or architect licensed to practice in Florida, and require such information be provided at the expense of the Owner as a condition of review. The Association may require this report of the architect or engineer be made by the Association's architect or engineer, at the reasonable expense of the Owner.

13.3 Approval Necessary. All required approvals or disapprovals of the ARB must be in writing to be valid for purposes of this Master Declaration. Decisions of the ARB shall be based on any Guidelines that the Board may adopt, other provisions of the Governing Documents, and harmony, balance and compatibility of the proposed action with the then existing Homes, Condominium Properties, and other Improvements within the Community. The ARB shall either grant such approval or deny the same based upon its sole discretion as guided by the criteria set forth in this Article and the Governing Documents as a whole. In the event the ARB fails to approve or disapprove the requested item within forty-five (45) days after the ARB has

acknowledged receipt of a complete application, it shall be considered as being disapproved. The ARB cannot deny a request it has granted previously for the same action, unless the Governing Documents have changed in the interim, or unless the Board concurs by majority vote that circumstances warrant such deviation.

13.4 Appeal. A party aggrieved by a decision or action/inaction of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, so that the Board may review such decision. The determination of the Board, upon reviewing such decision of the ARB, or when the Board acts as the ARB, shall in all events be dispositive.

13.5 Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the ARB, no Improvement of any kind shall be erected, constructed, placed, altered, modified or maintained within the Community nor other work undertaken unless the same shall be erected, constructed, placed, altered, modified or maintained in conformity with the plans and specifications and Lot plans approved by the ARB. The work to be performed shall be commenced within a reasonable time and, once work has started, the project shall continue with diligent and adequate manpower, uninterrupted to conclusion with exception for delays due to materials shortage, inclement weather or acts of God. Work shall be performed by licensed contractors in accordance with plans and specifications prepared by licensed architects or engineers, where applicable or required by the ARB or a condition of approval. If it should occur that the work is not being performed according to the plans and specifications, a letter may be addressed to the contractor, with a copy of same to the Owner, setting forth said objections to construction and forthwith the work shall stop until said objections shall have been complied with and settled. If such stop work order is violated, the Master Association shall have the right to a preliminary injunction, without posting a bond, but shall not be required to seek same as a condition of enforcing this provision.

13.6 Right of Entry. Any member of the ARB or the Board (or its agents) may at any reasonable time enter and inspect any work subject to the jurisdiction of the ARB, including any work reasonably believed by such member to be a violation of the covenants and restrictions set forth in the Governing Documents. , any member of the ARB or the Board (or its agents) shall have the right but not the obligation, from time to time, to inspect the construction or other work as it proceeds in order to ensure itself that the work is being performed according to the plans and specifications approved by the ARB. Entry upon a Parcel or the Condominium Properties for the purposes set forth herein shall not be deemed a trespass.

13.7 Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances and/or regulations and Improvements constructed, replaced, altered, modified or maintained on a Lot or Condominium Common Elements shall conform to the requirements of such laws, codes, ordinances and regulations. The ARB's approval shall not create any presumption that an Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.

13.8 Non-Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to be a waiver

by the ARB of the right to object to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

13.9 Fill and Grade. No fill shall be added to or removed from any Lot, Common Area, or Condominium Common Elements nor shall the Owner of any Parcel or any Condominium Association do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ARB. The approval of the Council and/or South Florida Water Management District may also be required.

13.10 Condominium Associations. Notwithstanding any exercise of any development review/architectural control functions as to the Condominium Properties by a Condominium Association pursuant to a delegation made by the Master Association, the ARB shall exercise, and every Condominium Association shall be bound by, the provisions, requirements and procedures of this Article 13, which shall at all times apply to all Condominium Associations and their Condominium Common Elements and Condominium Properties.

13.11 General Powers of the Master Association. The Master Association (and the ARB, as appropriate) hall have the absolute power to veto any action taken or contemplated to be taken, and the Master Association shall have the absolute power to require specific action to be taken, by any Condominium Association or Owner in connection with applicable sections of Reflection Lakes. Without limiting the generality of the foregoing, the Master Association (and the ARB, as appropriate) may veto any decision of any Condominium Association (or other committee thereof), and the Master Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Condominium Association and otherwise require or veto any other action as the Master Association deems appropriate from time to time.

For this purpose, any proposed action not made in the ordinary day-to-day operations of the Condominium Association and not consistent with the Master Association or ARB approved practices must first be brought to the attention of the Master Association by written notice and no such action shall be effected until approved by the Master Association or the ARB, as appropriate, in writing, but if not so approved, such proposed action shall not be effected. Any action required by the Master Association in a written notice to be taken by a Condominium Association shall be taken within the time frame set by the Master Association in such written notice. If the Condominium Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Condominium Association and shall assess the Parcels governed by the Condominium Association for their pro-rata share of any expenses incurred by the Master Association in connection therewith, together with an administrative charge to be determined by the Master Association under the circumstances (to cover the Master Association's administrative expense in connection with the foregoing and to discourage the Condominium Association from failing to obey the requirements of the Master Association). Such Assessments may be collected by Charges hereunder and shall be subject to all lien rights provided for herein.

ARTICLE 14
MASTER ASSOCIATION AND CONDOMINIUM ASSOCIATIONS

14.1 Preamble. In order to ensure the orderly operation and maintenance of Reflection Lakes and the properties subject to the administration of the Condominium Associations as integrated parts of Reflection Lakes, this Article has been promulgated for the purposes of (1) giving the Master Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

14.2 Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Master Declaration shall be cumulative with those of the declarations of condominium for the Condominium Associations; provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, or any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Condominium Associations shall be subject and subordinate to this Master Declaration. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Master Association, and the Condominium Associations (as provided in Article 6 hereof).

14.3 Architectural Review, Maintenance and Use Restrictions. The Master Association (through the ARB) shall exercise the sole architectural control/development review functions reserved in the Governing Documents. Accordingly, the ARB shall carry out the functions provided for in Article 13 hereof, even though a Condominium Association does likewise within its jurisdiction, under its own condominium documents. In such in such case (i) any submission to the ARB shall include a copy of the approval of the subject matter issued by the applicable Condominium Association (so that the ARB will not consider any submission prior to its approval by all lower associations which have a right of such approval) and (ii) a disapproval of the ARB shall supersede and control over an approval of a Condominium Association.

The Master Association and Condominium Associations shall have the power to enforce their own respective use restrictions, provided that in the event of conflict, the more stringent restrictions shall control, and provided further that if a Condominium Association fails to enforce its respective restrictions, the Master Association shall have the absolute right to do so and to allocate the cost thereof to the applicable Condominium Association.

14.4 Collection of Assessments. The Master Association shall have the right to collect all Assessments made pursuant to this Master Declaration, or may delegate same, in accordance with the procedures set forth in Article 6 herein.

14.5 Delegation of Other Duties. The Master Association shall have the right to delegate to a Condominium Association(s) on an exclusive or non-exclusive basis, such additional duties not specifically described in this Article as the Master Association shall deem appropriate. Such delegation shall be made by written notice to the Condominium Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

14.6 Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Condominium Association pursuant to Sections 14.4, 14.5 or elsewhere in this Master Declaration, the Condominium Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court cost, through all appellate levels) arising from or connected with the Condominium Association's performance, nonperformance or negligent performance thereof.

14.7 Expense Allocations. The Master Association may, by written notice given to the affected Association at least thirty (30) days prior to the end of the Condominium Association's fiscal year, allocate and assess to the Condominium Association a share of the expenses incurred by the Master Association which are reasonably allocable to the Condominium Association or the property (Condominium Properties) under its jurisdiction, whereupon such expense shall thereafter be deemed common expenses payable by Assessments of the Condominium Unit Owners of such Condominium Association, through the Condominium Association, as provided in Article 6, Section 6.1 and 6.3 of this Master Declaration. By way of example only, the Master Association could so allocate the share of the costs of maintaining security or patrol services or street lighting and other facilities for Reflection Lakes attributable to a Condominium Association or the Condominium Property within its jurisdiction (based, for instance, on the number of lots of linear feet of roadways adjacent to the applicable property), whereupon such allocated share would become a common expense of the members of the Condominium Association and a sum payable by the Condominium Association.

14.7.1 In the event of the failure of a Condominium Association to budget or assess its members for, or to pay, expenses allocated to it by the Master Association, the Master Association shall be entitled to pursue all available remedies afforded same under this Master Declaration and the declarations of condominium for the Condominium Associations, withhold such Assessments from amounts collected on behalf of the Condominium Association (a lien on such amounts being hereby granted the Master Association for such purpose), or specially assess all Condominium Unit Owners belonging to the Condominium Association for the sums due. The exercise of one of the foregoing remedies shall not be deemed a waiver of the right to exercise any other.

14.7.2 The Master Association has the right, but not the obligation, to allocate expenses in the foregoing manner for community-wide patrol services; maintenance of Landscaping and Pedestrian Areas; landscaping, signage and entry features along or within public road right-of-way; and Assessment collection cost.

Any action taken by the Master Association or the ARB pursuant to this Article shall not alter, waive or impair the Master Association's or ARB's right to compel a Condominium Association to take any action required of it hereunder, under its own declaration or pursuant to a delegation made pursuant to this Article, the Master Association shall have the additional, non-exclusive remedy of imposing a reasonable fine on such Condominium Association if such failure continues for more than fifteen (15) days after notice is given by the Master Association.

ARTICLE 15
INSURANCE

15.1 Common Areas. The Master Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies owned by the Master Association. This insurance policy shall afford protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage, less commercially reasonable deductibles, as determined by the Board. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Master Association. The Master Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement."

15.2 Liability Insurance. The Master Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be in the minimum amount of at least for Three Million Dollars ($3,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Master Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Master Association.

15.3 Fidelity Bonds. The Master Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Master Association and all other persons handling or responsible for funds of or administered by the Master Association. In the event the Master Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of, the Master Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Master Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate Assessments on all Parcels, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

15.3.1 Fidelity bonds shall name the Master Association as an obligee;

15.3.2 The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee," or similar terms or expressions;

15.3.3 The premiums on all bonds required herein for the Master Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Master Association as a common expense;

15.3.4 The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Master Association.

15.4 Directors and Officers Errors and Omissions Insurance. The Master Association shall maintain errors and omissions insurance for all of its past and present directors and officers, in the minimum amount of Five Million Dollars ($5,000,000.00), which insurance shall provide coverage for any acts taken or omissions made no matter when a claim is presented, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or Director of the Master Association.

15.5 Purchase of Insurance. All insurance purchased pursuant to this Article 15 shall be purchased by the Master Association for the benefit of the Master Association, the Owners and shall provide for the issuance of certificates of insurance to Owners. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Master Association, their respective servants, agents and guests. Each Owner and the Master Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

15.6 Cost and Payment of Premiums. The Master Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, or individual Condominium Associations, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

15.7 Association's Agent. The Master Association is irrevocably appointed agent for each Owner, for each Owner of a mortgage upon a Parcel and for each Owner of any other interest in a Parcel or the Common Areas to adjust all claims arising under insurance policies purchased by the Master Association and to execute and deliver releases upon the payment of claims.

15.8 Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Master Association has the responsibility of maintenance and repair, the Master Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may deem necessary.

15.9 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, Assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be uniform against all Owners.

15.10 Authority of Association. In all instances herein, except when a vote of the membership of the Master Association is specifically required, all decisions, duties and obligations

of the Master Association hereunder may be made by the Board. The Master Association, its Members, and Owners shall jointly and severally be bound thereby.

ARTICLE 16
DURATION; AMENDMENTS

16.1 Duration. The covenants and restrictions of this Master Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Master Association, any Condominium Association, the Owner of any land subject to this Master Declaration, the ARB and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Master Declaration is recorded.

16.2 **Amendments**. The Declaration may be amended in the following manner:

16.2.1 **Proposal of Amendments**. An amendment may be proposed by the President of the Master Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

16.2.2 **Proposed Amendment Format**. Proposals to amend the existing Declaration shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF MASTER ASSOCIATION COVENANTS AND RESTRICTIONS. SEE ARTICLE NUMBER FOR PRESENT TEXT."

16.2.3 **Notice**. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

16.2.4 **Adoption of Amendments**. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3rds) of the Voting Interests of the Master Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Master Association, upon Board approval, without need for Master Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

16.2.5 **Effective Date**. An amendment when adopted shall become effective after being recorded in the Public Records of Lee County, Florida, according to law.

16.2.6 **Automatic Amendment**. Whenever the Act, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Governing Documents, the Board may operate the Master Association pursuant to the less stringent requirements without the

need to change the Governing Documents. The Board, without a vote of the Members, may also adopt by majority vote, amendments to the Governing Documents as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and the Act, or other statutes or administrative regulations as required for the operation of the Master Association, all as amended from time to time.

ARTICLE 17
EMERGENCY POWERS

17.1 **Additional Board Authority**. In addition to other authority granted by law and the Governing Documents, the Board has the following power and authority in connection with emergency conditions:

17.1.1 To determine after casualty loss whether the Common Areas or portions thereof can be safely used or occupied. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

17.1.2 To implement disaster protocols prior to, during, or after an impending disaster or emergency.

17.1.3 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

17.1.4 To adopt emergency Rules and Regulations governing the use of the Common Areas and the use, maintenance, clean-up, and restoration of the Parcels, with notice given only to those Directors with whom it is practicable to communicate.

17.1.5 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

17.1.6 To exercise all emergency powers set forth in the Act.

17.2 In addition to all applicable emergency powers conferred by law and the Governing Documents, the Board shall have all of the powers in the preceding sections of this paragraph, plus the following powers for emergencies regarding any infectious disease outbreak, pandemic, biological or chemical contamination, including sewage, or similar public health risks:

17.2.1 To close or limit use of the Common Areas.

17.2.2 To restrict or ban entry into the Community by Guests and Invitees if deemed necessary by the Board.

17.2.3 To enact and implement restrictions, protocols and procedures the Board may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other protective equipment, quarantines, restrictions or moratoriums on move ins/move outs.

17.2.4 To enact any other rules and regulations as approved by a majority of the Board as the Board determines is in the best interests of the health, safety and welfare of Association, the Owners, and Residents, with as much notice as practical.

17.2.5 To have all of the emergency powers as provided for in the Bylaws and Articles of Incorporation.

17.3 For purposes of this Article 17, an emergency shall be deemed to exist in the following circumstances:

17.3.1 When the locale in which the Community is under a tropical storm or hurricane watch or warning.

17.3.2 When the locale in which the Community is located is under a declared state of emergency from any governmental agency having jurisdiction related to health, safety, and welfare.

17.3.3 When the Common Areas are in danger of significant damage or have been significantly damaged, as determined by the Board, by casualty, act of nature, or act of man, including, but not limited to fires, floods, hurricanes, tropical storms or other sever weather events, floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or criminal conduct.

17.3.4 The powers conferred by this Article 18 shall be in force during such time as an emergency exits, as well as in anticipation of an emergency or in response to an emergency which has resulted in damage to the Common Areas, or which continues to present a threat to health, safety and welfare or legal liabilities to the Association.

ARTICLE 18
MISCELLANEOUS

18.1 Standard for Approval or Other Action; Interpretation of Documents. Whenever this Master Declaration requires the approval or other action by the Master Association or the ARB, the Master Association or the ARB has the right to withhold its approval or take no action, in their sole discretion. All matters required to be completed or substantially completed by the Master Association or the ARB shall be deemed completed in the reasonable opinion of the Master Association or ARB, as appropriate.

This Declaration shall be interpreted by the Board, and an opinion of counsel of the Master Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

18.2 Easements. Should the intended creation of any easement by this Master Declaration fail because there is no grantee at the time of creation, then any such grant of easement shall nevertheless be deemed granted directly to the Master Association as agent for the intended grantees, and the Owners hereby designate the Master Association as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created

herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby deemed incorporated in the easement provisions of this Declaration, to the extent not so recited in some or all of such provisions.

18.3 CPI. Whenever specific dollar amounts are mentioned in the Governing Documents, unless limited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Master Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

18.4 Notices and Disclaimers as to Community Systems. The Master Association, any Condominium Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may, but is not obligated to, enter into contracts for the provision of security services through any Community Systems.

THE MASTER ASSOCIATION, ALL ASSOCIATIONS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT THE MASTER ASSOCIATION, THE APPLICABLE SUB-ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTIES OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES.

It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of property receiving security services through the Community Systems agrees that the Master Association, all Condominium Associations or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, the Master Association, all Condominium Associations, any franchisee of the foregoing and the operator or

their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of the Master Association, any Condominium Association or any franchisee, successor or assign of any of same or any operator. Further, in no event will the Master Association, any Condominium Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in Community System services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

18.5 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 13.1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 13.4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

18.6 Notices and Disclaimers as to Water Bodies. NEITHER THE MASTER ASSOCIATION, ANY CONDOMINIUM ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN REFLECTION LAKES EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT ARTICLE 8, SECTIONS 8.13 AND 8.19 HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF REFLECTION LAKES LOCATED ADJACENT TO OR HAVING A VIEW OF

ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN REFLECTION LAKES AND MAY POSE A THREAT TO PERSON, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

18.7 Certain Reserved Rights of the Master Association with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Master Declaration, and without such provisions limiting the generality hereof, the Master Association hereby reserves and retains to itself:

18.7.1 The title to any Community Systems and a perpetual easement for the placement and location thereof.

18.7.2 The right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as the Master Association may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in Lee County, Florida, for which service the Master Association shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Code of Laws and Ordinances of Lee County).

18.7.3 The right to offer from time to time security services, including but not limited to alarm monitoring, through the Community Systems.

18.7.4 The right of the Master Association to suspend bulk services to any Parcel without a hearing during periods that the Owner of the Parcel is delinquent in the payment of Assessments, Charges, fees, fines, costs owed to the Master Association.

18.8 Use of Reflection Lakes Name. All parties owning or otherwise making any use of any portion of Reflection Lakes shall be deemed, by virtue of accepting such ownership or making such use, to have covenanted and agreed that (i) "Reflection Lakes" is a registered trademark of Engle Homes/Southwest Florida, Inc. ("Developer") (ii) no usage of that mark or name will be made in naming or referring to any business or activity within or outside of Reflection Lakes and (iii) generally, no usage of that mark or name will be made whatsoever without the express prior written approval of Developer and the Board.

18.9 Savings Clause. If any provision of the Governing Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Governing Documents shall remain in full force and effect.

18.10 Heirs, Successors and Assigns. These Governing Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Owners.

18.11 Notices. All notices shall be given as provided in the Bylaws.

18.12 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Parcel based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Master Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Governing Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Community, or to comply with other legal requirements.

18.13 Conflicts. In the event of a conflict between any provision of the Governing Documents and the Act, the Act shall control, except in cases where the Act permits the Governing Documents to regulate the subject, in which case the Governing Documents will control. In the event of a conflict between this Master Declaration and the other Governing Documents, same shall be governed as provided in the Bylaws.

18.14 Interpretation. The Board is responsible for interpreting the provisions of the Governing Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Master Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

18.15 Captions and Headings. The headings and captions used in the Governing Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Governing Documents.

18.16 Waiver. The failure of the Master Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Master Association to enforce such right, provision, covenant or condition in the future.

18.17 Plurality; Gender. Wherever the context so permits, the singular includes the plural, the plural includes the singular, and the use of any gender includes all or no genders.