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# DECLARATION OF RESTRICTIONS FOR SABAL PALM AT GRANDE OAK NEIGHBORHOOD

This DECLARATION OF RESTRICTIONS FOR SABAL PALM AT GRANDE OAK NEIGHBORHOOD (the "Declaration") is made this 5th day of March, 2001, by PARKER ESTERO ONE, INC., a Florida corporation (the "Declarant").

## W I T N E S S E T H :

WHEREAS, Declarant is the owner of a portion of Sabal Palm at Grande Oak, a neighborhood located in the planned residential community known as Grande Oak in Lee County, Florida;

WHEREAS, Declarant desires to impose certain covenants, conditions and restrictions on the land and all improvements, in Sabal Palm at Grande Oak, to protect and enhance the property values therein;

WHEREAS, Declarant may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without the Properties (as hereinafter defined) to the Neighborhood Association (as hereinafter defined), and the Neighborhood Association shall accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members (as defined herein).

NOW, THEREFORE, Declarant hereby declares that the Property described in Exhibit "A," attached hereto and incorporated herein by reference together with any and all additions as may hereafter be made thereto, is and shall be owned, used and conveyed subject to the covenants, conditions, restrictions and all other provisions of this Declaration, which shall run with the Property and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof and their heirs, successors and assigns.

## ARTICLE I

## DEFINITIONS

OR BK 03373 PG 2258

Section 1.1 "Area of Common Responsibility" means the Common Areas, together with those areas, including, but not limited to, the Condominium(s), which by the terms of this Declaration, any Supplemental Declaration (as hereinafter defined), other applicable covenants, or by contract become the responsibility of the Neighborhood Association.

Section 1.2 "Base Assessment" means the assessments levied on all Units subject to assessment under Section 8.1 to fund the Common Expenses for the general benefit of all Units, as more particularly described in Article VIII.

Section 1.3 Board of Directors" or "Board" means the body responsible for administration of the Neighborhood Association, selected as provided in this Declaration and the By-Laws for Sabal Palm at Grande Oak Neighborhood.

Section 1.4 "Bylaws" means the Bylaws of Sabal Palm at Grande Oak Neighborhood Association, Inc.

Section 1.5 "Common Areas" means the real and personal property within Sabal Palm at Grande Oak, which are declared herein or in any Supplemental Declaration to be the "Common Areas," or on any recorded subdivision plat of the Property and improvements thereto, or shown on any Declaration of Condominium, which is designated for the use and enjoyment of all Members of the Neighborhood Association, or which is otherwise dedicated, conveyed, leased or for which a license or use right is granted to the Neighborhood Association and which is intended to be devoted to the common use and enjoyment of some or all of the Members of the Neighborhood Association, as more specifically provided herein. Each Common Area shall be designated, dedicated, conveyed, leased, licensed or have a use right granted to the Neighborhood Association at such time as is provided in the instrument that designates, dedicates, conveys, leases, licenses or grants a use right for such area of land to the Neighborhood Association. As used herein, "Common Areas" shall include, among other things, (i) the improvements and equipment located in or on the Common Areas, including, without limitation, any private roadways, signage, entry gate, entry features, swales and berms, structures, street lights, pedestrian paths and irrigation systems; ii) special grading, landscaping, lighting or improvements of common benefit to Sabal Palm at Grande Oak located near, but not within, the land constituting the Common Areas and areas declared as such in a Supplemental Declaration; (iii) any utility facilities including sewer and potable water located in the Property which serves more than one condominium; (iv) any parking facilities designated as Common Areas in this Declaration or any Supplemental Declarations; (v) the surface/storm water management system, including all lakes, ditches, swales and all other infrastructure and corresponding drainage easements. Recreational facilities, clubhouse, road, utilities, wall and entry features, street lights and irrigation equipment, if any, for the use of the Neighborhood Association, shall be located in Common Areas. The Declarant hereby dedicates as Common Areas the property legally described on Exhibit "B" attached hereto and incorporated herein by reference and the property shall be maintained by the Neighborhood Association. A separate single family Unit may be located adjacent to the recreational facilities, or in the Common Areas, but shall expressly not be a part of the Common Areas, notwithstanding the description

contained in Exhibit "B," and the Declarant shall retain the right to sell, lease or otherwise encumber or convey the Unit.

Section 1.6 "Common Expenses" means all expenses incurred by the Neighborhood Association in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.7 "Condominium" means any portions of Sabal Palm at Grande Oak declared to be a Condominium herein or by appropriate Supplemental Declaration, and may consist of one or more Units. Each Condominium is set aside for the exclusive use and enjoyment of the Owners (as defined herein) and occupants of said Condominium, to the exclusion of others by this Declaration or by appropriate Supplemental Declaration and includes the Common Elements of a Condominium (as defined by the Condominium Act, Chapter 718, Florida Statutes), if any, located within said Condominium.

Section 1.8 "Condominium Association" means any condominium association, or other such entity, their successor and assigns for any particular Condominium, now or hereinafter existing.

Section 1.9 "Declarant" means Parker Estero One, Inc., a Florida corporation, and its successor(s) or assign(s) of any or all of its rights under this Declaration who takes title to any portion of the Properties described in Exhibit "A" for the purpose of development and/or resale in the ordinary course of business and who is designated as a Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 1.10 "Exclusive Common Areas" means any portion of the Common Areas which is set aside for the exclusive use and enjoyment of certain Members and their families, tenants, and guests, to the exclusion of other Members, by this Declaration or by an appropriate Supplemental Declaration.

Section 1.11 "Master Association" means the Grande Oak Master Property Owners Association, Inc., a Florida not-for-profit corporation, or any successor thereof, by whatever name, charged with the duties and obligations set forth in the Master Declaration.

Section 1.12 "Master Association Assessment" means an assessment levied by the Master Association pursuant to the terms and conditions of the Master Declaration.

Section 1.13 "Master Declarant" shall mean Florida Development Partners, L.L.C., a Florida limited liability company, and it successors or assigns in interest.

Section 1.14 "Master Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak, located in Lee County, Florida.

Section 1.15 "Member" means a Person entitled to membership in the Neighborhood Association as provided in Section 4.1 of this Declaration.

Section 1.16 "Neighborhood Association" means Sabal Palm at Grande Oak Neighborhood Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 1.17 "Neighborhood Representative" shall mean the individual permitted to vote on behalf of and represent the Neighborhood Association on Master Association matters.

Section 1.18 "Owner" means a record holder of fee simple title to any Unit located within the Properties, but excluding those having an interest in a Unit merely as security for the performance of an obligation.

Section 1.19 "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 1.20 "Special Assessment" means an assessment levied in accordance with Section 8.6 of this Declaration.

Section 1.21 "Specific Assessment" means an assessment levied in accordance with Section 8.7 of this Declaration.

Section 1.22 "Street" means any street or other thoroughfare constructed within Sabal Palm at Grande Oak whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

Section 1.23 "Supplemental Declaration" means an instrument executed by the Declarant, for so long as it owns any portion of Sabal Palm at Grande Oak or thereafter by the Neighborhood Association, and recorded in the Public Records of Lee County for the purpose of adding to Sabal Palm at Grande Oak, withdrawing any portions thereof from the effect of this Declaration, designating a portion of Sabal Palm at Grande Oak as a Common Area or Exclusive Common Area, creating and identifying a Condominium or for any other purpose contemplated in this Declaration.

Section 1.24 "Property" or "Properties" means all real property described in Exhibit "A" which has become subject to this Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article V hereof.

Section 1.25 "Unit" means (i) a condominium unit together with the undivided share of the common element which is appurtenant to the unit; (ii) an apartment or townhome; (iii) a single-family residential home; (iv) duplex; or (v) any quantity of land located within the Properties (including any fixtures and improvements thereon) capable of being described with such definiteness that its location and boundaries may be established, which may be independently owned and conveyed, or which is intended for development, use and/or occupancy by a Member; provided, however, Unit shall not include the Common Areas or any portion thereof.

## ARTICLE II

## GRANDE OAK

Section 2.1 Ownership in Grande Oak. The Unit is located within Grande Oak, a master planned community, which includes other residences and common areas, and is subject to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak, as

amended (the "Master Declaration"). The Master Declaration provides, among other things, that an Owner shall become a member of the Grande Oak Master Property Owners Association, Inc. ("Master Association"), and shall be subject to the assessments of the Master Association. For the assessment rights of the Master Association and for membership and voting rights in the Master Association, please refer to the Master Declaration.

Section 2.2 Construction. In the case of any inconsistencies between the terms of this Declaration and the Master Declaration, the terms of the more restrictive provisions shall control, unless such terms of this Declaration are prohibited by the Master Declaration and, in that event, the terms of the Master Declaration shall control. The Neighborhood Association shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Declaration and the Neighborhood Association shall take no action in derogation of the rights of, or contrary to, the interest of the Master Association.

## ARTICLE III

## PROPERTY RIGHTS

Section 3.1 Common Areas. The Common Areas, excluding the portions thereof designated as Exclusive Common Areas, and further excluding any single-family Unit located adjacent to or above the clubhouse, or otherwise within the Common Areas, are hereby dedicated to the joint and several non-exclusive use in common of the Members in the manner specified in this Declaration and all Members' respective permitted lessees, guests, families, and invitees, all as provided and regulated in this Declaration or otherwise by the Neighborhood Association. Every Member shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Areas, excluding the portions thereof designated as Exclusive Common Areas, subject to:

(a) This Declaration, the Bylaws of the Neighborhood Association and any other applicable covenants;

(b) Any restriction or limitations contained in any deed conveying such property to the Neighborhood Association; and

(c) The rights of the Neighborhood Association pursuant to Section 6.3 hereof and the rights of the Declarant pursuant to Section 5.3 hereof;

Any Member may extend his or her right of use and enjoyment to the members of his or her family, lessees, and invitees, subject to reasonable Board regulation. A Member who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit.

Section 3.2 Exclusive Common Areas. Certain portions of the Common Areas are or may be designated as Exclusive Common Areas reserved for the exclusive use or benefit of certain Members. The Declarant shall assign the exclusive use thereof in the instrument dedicating, designating, granting, leasing or conveying the Exclusive Common Areas; provided any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Areas to additional Members, including Condominiums, so long as the Declarant has the right to subject additional property to this Declaration pursuant to Section 5.1.

At the time of recording this Declaration, there are none, although the Declarant reserves the rights to subsequently add Exclusive Common Areas pursuant to a Supplemental Declaration.

Section 3.3 Condominiums. Certain portions of the Properties shall contain Condominiums, as such term is defined in Chapter 718, Florida Statutes, and said portions of the Properties shall be reserved for the exclusive use and benefit of the Owners in said Condominium, subject; however, to the terms of the Master Declaration and this Declaration. No amendment shall be made which would materially, adversely affect the rights of a specific Condominium without a majority vote of all Owners within the Condominium. The Units within a particular Condominium may be subject to additional covenants and/or the Owners may all be members of a Condominium Association in addition to being members of the Neighborhood Association. Any Condominium may request that the Neighborhood Association provide a higher level of service or special services for the benefit of Units in such Condominium and upon the affirmative vote, written consent, or a combination thereof, of the Owner(s) of a majority of the Units within the Condominium, the Neighborhood Association may provide the requested services, upon Board approval of the request. The cost of such services shall be assessed to the Units within such Condominium and as a Condominium Assessment pursuant to Article VIII.

## ARTICLE IV

## MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Neighborhood Association Membership.

(a) Every Owner, including the Declarant, shall be a Member of the Neighborhood Association. Membership is mandatory and automatic with ownership of a Unit, shall be appurtenant to, and may not be separated from ownership of a Unit that is subject to assessment by the Neighborhood Association. Notwithstanding the foregoing, any person or entity holding record ownership as security for the performance of an obligation shall not be a Member of the Neighborhood Association.

(b) Members' rights, powers, duties, and privileges shall be as set forth in this Declaration, the Articles of Incorporation, and the By-Laws of the Neighborhood Association. A copy of the Articles of Incorporation of the Neighborhood Association is attached hereto and incorporated herein by reference and a copy of the Bylaws is attached hereto and incorporated herein by reference.

(c) The Neighborhood Association shall at all times maintain a register setting forth names of the Owners of all of the Units and in the event of the sale or transfer of any Unit to a third party, the purchaser or transferee shall notify the Neighborhood Association in writing of his interest in such Unit together with such recording information as shall be pertinent to identify the instrument by which purchaser or transferee has acquired his interest in the Unit. Further, the Owner of each Unit shall at all times notify the Neighborhood Association of the names of the parties holding any mortgage or mortgages on any Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Unit may, if he or it so desires, notify

the Neighborhood Association of the existence of any mortgage or mortgages held by such party on any Unit and, upon receipt of such notice, the Neighborhood Association shall register in its records all pertinent information pertaining to the same.

Section 4.2 Multiple Owners of a Unit.

(a) An Owner or Owners of a single Unit shall collectively be entitled to one (1) vote for that Unit, which vote shall be cast by the voting member. If any Unit is owned by more than one person, other than a husband and wife, one of the Owners of such Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Neighborhood Association, as the voting member for that Unit. Failure by all Owners of a Unit (except in the case of a husband and wife who are the sole owners of the Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Neighborhood Association. When a husband and wife are the sole owners of the Unit, they need not designate the voting member and either of them appearing at a meeting of the Members may, if there is no objection from the other, cast the voting interest for that Unit. The appearance at any meeting of any co-owner of a Unit shall constitute that Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Unit may be designated as a voting member for each Unit which he or it owns, and may cast one (1) vote for each such Unit.

(b) There shall be one (1) voting member for each Unit pursuant to this Declaration and amendments hereto.

Section 4.3 Board of Directors. All the affairs, policies, regulations and property of the Neighborhood Association shall be controlled and governed by the Board of Directors of the Neighborhood Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting members; provided, at all times there may only be an odd number of Directors on the Board. The election of the Directors is prescribed in the Articles attached hereto.

Section 4.4 Master Association.

(a) Every Owner shall also be a member of the Grande Oak Master Property Owners Association, Inc. Membership in the Master Association shall appurtenant to and not be separated from the ownership of a Unit that is subject to assessment by the Master Association. The rights, powers, duties and privileges of Master Association membership shall be as set forth in the Master Declaration.

(b) No Member shall have the power to vote at Master Association meetings other than as described herein. The Neighborhood Representative shall, on behalf of the Members, cast the votes of the Members on Master Association matters. The Neighborhood Representative shall be an officer of the Neighborhood Association, appointed by its president. The Neighborhood Representative shall cast the votes as a block in the manner as the Neighborhood Representative, in the Neighborhood Representative's sole and reasonable discretion, may deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that the Members in attendance at a duly called meeting of the Neighborhood Association have voted to instruct the Neighborhood Representative on a particular issue, then the Neighborhood Representative shall cast all of the voting power of the Members in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or by proxy, in favor or in opposition to such issues. The Neighborhood Representative shall have the authority, but not the obligation, in its sole discretion, to call a special meeting of the Neighborhood Association's Members, in the manner provided in the By-Laws, for the purpose of obtaining instructions as to the manner in which the Neighborhood Representative is to vote on any issue to be voted on by the members of the Master Association. It shall be conclusively presumed for all purposes of Master Association business that the actions of the Neighborhood Representative are within the authority and consent of the Members of the Neighborhood Association.

Section 4.5 Mandatory Social Club Membership. Upon the acquisition of a Unit, each Owner shall apply for and maintain a social membership in, and pay social membership dues to, the Club Owner (as defined in the Master Declaration) for membership in The Club at Grande Oak ("The Club"). The mandatory social membership in The Club is separate and distinct from the mandatory memberships in the Neighborhood Association and Master Association. The rights and privileges of the social membership in The Club shall be as set forth in the Master Declaration and determined from time to time by the owner of The Club. Dues and costs associated with the social membership shall be as determined by The Club from time to time. Payment of social membership dues and costs shall be collected from each Owner by the Master Association.

## ARTICLE V

## DECLARANT'S RIGHTS AND POWERS

Section 5.1 Additions to the Properties.

(a) Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to add any lands to the Properties by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF UNITS, THE NUMBER OF POTENTIAL MEMBERS OF THE NEIGHBORHOOD ASSOCIATION AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE NEIGHBORHOOD ASSOCIATION.

At the time any additional lands are made subject to this Declaration, Declarant may also record an instrument which:

(1) Modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or

(2) Creates new provisions applicable only to such additional lands; or

(3) Omits the applicability of any of the provisions of this Declaration as to any such additional lands; or

(4) Does any, all, or none of the above.

(b) The execution and recordation of this Declaration shall not be construed to require Declarant to subject any additional lands to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

Section 5.2 Withdrawal of Property and Allotment. The Declarant reserves the right to amend this Declaration as long as Declarant owns land in the Properties for development or for sale in the ordinary course of business, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Neighborhood Association from coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Declarant's plan for the Properties. In order to remove property from the coverage of this Declaration, the Declarant shall record in the Public Records of Lee County, Florida, a Supplemental Declaration describing the property to be removed from the coverage of this Declaration.

Section 5.3 Common Areas.

(a) As long as the Declarant owns land in the Properties for development or for sale in the ordinary course of business:

(1) Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Neighborhood Association or to any other person or association within or without the Properties

for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Neighborhood Association must accept from Declarant any such conveyance, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are dedicated, conveyed, leased, licensed or a use right is granted to the Neighborhood Association.

(2) The Neighborhood Association shall not accept from any person other than Declarant a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written consent of the Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business of developing said Units.

(3) Declarant shall have the right, and the power, to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Properties as a place to live.

(4) Any type of use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(5) Declarant shall have the right, in its sole discretion, to grant easements, licenses, or use rights for the Common Areas to persons who are not Members. The Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(b) Prior to any conveyance, dedication, lease or grant of easement, license or other use right by Declarant to the Neighborhood Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Neighborhood Association; in any event, rents, fees and other charges required to be paid to Declarant under the leases, grants, license or contracts creating the use right shall continue to be paid.

(c) Any real property conveyed, leased or the use of which has been granted by Declarant or any third party to the Neighborhood Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants unless otherwise provided by the Declarant. The Common Areas shall be

conveyed to the Neighborhood Association, less and except any single-family Unit located adjacent to or above the clubhouse, or otherwise within the Common Areas. OR 4375 PG 2267

(d) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in the Properties for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Neighborhood Association shall make such determination. Nothing shall be done within the Common Areas that may be or become a nuisance to residents or Members.

(e) Neither the execution and recordation of this Declaration, nor the creation of the Neighborhood Association or other entity, nor the recordation of any other instrument subjecting any land in the Properties to protective covenants, and restrictions shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Neighborhood Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

(f) The Declarant, its assigns and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of Sabal Palm at Grande Oak for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion, and/or alteration of any improvements or facilities on the Common Areas or elsewhere in Sabal Palm at Grande Oak as the Declarant, its assigns and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Declarant, its assigns and its affiliates, guests and invitees shall have right to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within Sabal Palm at Grande Oak, including the operation of a sales office. All of the foregoing shall apply notwithstanding the fact that the Neighborhood Association holds title to the applicable Common Areas as of any relevant time.

Section 5.4 Condominiums. As long as the Declarant owns land in the Properties for development, or for sale in the ordinary course of business, Declarant shall have the right and the power, but neither the duty nor the obligation, to amend the specific provisions of this Declaration insofar as they apply to one or more Condominiums without amending those provisions with respect to all Condominiums and to supplement this Declaration by recording separate covenants, conditions, restrictions, and other provisions applying to any specific Condominium. Such amendments or separate instruments may or may not create property associations or condominium associations or entities other than the Neighborhood Association.

Section 5.5 Enforcement and Inaction.

(a) As long as the Declarant owns land in the Properties for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions

imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Neighborhood Association, or to any Condominium Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Neighborhood Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Neighborhood Association or by a Condominium Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in the Properties for development or sale in the ordinary course of business, the Neighborhood Association shall have the right and power to enforce the covenants, conditions, restrictions, and other provisions imposed by this Declaration.

(b) All Owners and other beneficiaries of the dedicated property and corresponding infrastructure, including the surface/storm water system, shall have the right to enforce the maintenance covenants contained herein against the responsible entity.

(c) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Neighborhood Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article VIII.

## ARTICLE VI

## NEIGHBORHOOD ASSOCIATION'S RIGHTS AND POWERS

Section 6.1 Function of the Neighborhood Association Generally. The Neighborhood Association shall be the entity responsible for management, maintenance, operation and control of the Common Areas. The Neighborhood Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt. The Neighborhood Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Neighborhood Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Florida law.

Section 6.2 Maintenance, Operation and Repair of the Area of Common Responsibilities. The Neighborhood Association shall be responsible for maintenance, operation and repair of the following, regardless of whether the following are Common Areas:

(a) Such security systems, if any, and facilities, if any, and signage areas, if any, which shall be operated and maintained for the benefit of the Members within the Properties;

(b) All bike paths, if any, promenades, if any, sidewalks, if any, walkways, all roads, streets and crossovers within any portion of the Properties which are not publicly dedicated. All Streets in the Properties may be publicly dedicated;

(c) The surface and subsurface water and storm water management systems;

(d) The areas, if any, in which entrance signs are placed identifying the Properties and the entrance signs located in such areas;

(e) Any Common Areas or other areas conveyed, dedicated, or leased to or used by the Neighborhood Association, including any improvements on such Common Areas;

(f) The landscaping throughout the Properties, including (i) all or any part of the landscaped areas which have been conveyed to an Owner; (ii) such landscaped areas that are part of the Common Areas; and (iii) such landscaped areas, which are part of a Condominium, that the Neighborhood Association determines, in its sole discretion, to maintain. At any time, the Neighborhood Association may, in its sole and absolute discretion, assign the landscape maintenance responsibilities for a particular Condominium to the association of such Condominium. The aforedescribed property shall be maintained and operated in a first class condition;

(g) All sewer and potable water facilities;

(h) Property not owned by the Neighborhood Association and/or subject to this Declaration, when the Board has determined that such maintenance would benefit all Owners; and

(i) The Exclusive Common Areas.

Section 6.3 Management of Neighborhood Association Property and Common Areas. The Neighborhood Association's authority to manage Neighborhood Association Property and Common Areas, shall include, but not be limited to:

(a) The right to establish rules and regulations governing the use of the Neighborhood Association Property, Common Areas, and Exclusive Common Areas;

(b) The right to charge reasonable admission and other fees or assessments for the use of Neighborhood Association Property and Common Areas;

(c) The right to suspend a Member's right to use Neighborhood Association Property and Common Areas for any period during which any assessments against the Member's Unit or any obligation of the Member to the Neighborhood Association

remains unpaid, and for a reasonable period during or after any infraction of the Neighborhood Association's rules and regulations;

(d) The right to dedicate or transfer all or any part of Neighborhood Association Property and Common Areas to any governmental agency, public authority, or utility;

(e) The right to borrow money for the purpose of improving Neighborhood Association Property and Common Areas or property which is to be publicly dedicated but required to be upgraded or maintained by any local, state or federal government agency, and in aid thereof to mortgage the same;

(f) The right to take such steps as are reasonably necessary to protect the Properties and Common Areas against foreclosure;

(g) Subject to the limitations contained in this Declaration, the right to grant easements to all or any part of the Properties covered by this Declaration and Common Areas;

(h) The right and obligation to establish a budget for its fiscal operations and to establish the assessments needed for such fiscal year;

(i) The right to enforce the provisions of this Declaration or any other applicable recorded instrument adopted by the Neighborhood Association, including the Articles of Incorporation and Bylaws of the Neighborhood Association, and any rules and regulations governing use and enjoyment of Neighborhood Association Property and Common Areas, adopted by the Neighborhood Association; and

(j) The right to enter into contracts for the maintenance of the landscaped areas and roadways which are part of the Properties and Common Areas; and

(k) The right to enter into a management agreement with a licensed community association manager, for purposes of retaining the manager to perform all management bookkeeping, and administrative services for the Neighborhood Association.

Section 6.4 Maintenance of Condominiums. Each Condominium Association shall be responsible for maintaining or repairing said Condominium Association's Condominium in good condition and repair. In the event that the Condominium Association fails to maintain and repair said Condominium in good condition and repair, then the Neighborhood Association shall have the right, but not the obligation to maintain and repair the Condominium, and impose on each Unit Owner within the Condominium a Specific Assessment (as described in Article VIII) for all costs and expenses incurred in maintaining or repairing said Condominium.

Section 6.5 Insurance.

(a) The Neighborhood Association shall use reasonable efforts to maintain insurance on the Neighborhood Association property, the Common Areas, and the

Exclusive Common Areas, and may maintain insurance on the Condominium(s) of such types, in such amounts and with such companies as the Board deems appropriate. So long as Declarant owns any portion of the Properties, all liability and hazard insurance policies shall name the Declarant as an additional insured.

(b) Any insurance award received for the damage or destruction to a specific Condominium, shall be distributed directly to the Condominium Association of the Condominium which was so damaged or destroyed and shall be disbursed in accordance with the procedures set forth in said Condominium's Declaration of Condominium. The named insured under any insurance policy shall be the Neighborhood Association, as agent for the Condominium Association(s), its Unit Owners and their mortgagees to the extent of their respective interests.

Section 6.6 Conveyances to Neighborhood Association. Declarant may, in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to Common Areas and other lands within or without the Properties to the Neighborhood Association, and the Neighborhood Association shall accept the same for the purpose of maintenance, landscaping, drainage, recreation, security or other purposes that will be for the use and benefit of its Members.

THE NEIGHBORHOOD ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF ANY COMMON AREA, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREA, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREAS OR THE DEED OF ANY UNIT, THE NEIGHBORHOOD ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIM AND WARRANTIES RELATING TO THE COMMON AREAS INCLUDING, WITHOUT LIMITATION, ALL IMPROVEMENTS THEREON. NO CLAIMS SHALL BE MADE BY THE NEIGHBORHOOD ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF ANY COMMON AREA OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE NEIGHBORHOOD ASSOCIATION SHALL BE PAID FOR BY THE NEIGHBORHOOD ASSOCIATION.

## ARTICLE VII

## MEMBERS' RIGHTS

Section 7.1 Members' Rights and Easements. Subject to the terms and conditions of this Declaration, every Member shall have a right of enjoyment and use in and to an easement to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Unit.

Section 7.2 Delegation of Right.

(a) A Member may delegate his right of use and easement to Common Areas to the members of his family, to residential tenants who reside on the Member's Unit, and to the Member's guests and invitees, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in this Declaration, the Bylaws and in accordance with the Neighborhood Association's rules and regulations.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Unit. Any infraction of the Neighborhood Association's rules and regulations by such Person shall be deemed to be an infraction by such Member.

## ARTICLE VIII

## ASSESSMENTS

Section 8.1 Assessments and Personal Obligation.

(a) The Neighborhood Association, through its Board of Directors, shall have the power to make and/or collect Base Assessments, Special Assessments, Specific Assessments, Master Association Assessments and such other assessments as are provided for by any applicable law, the Master Declaration, this Declaration or the By-Laws.

(b) Common Expenses shall include, but not be limited to, costs and expenses incurred or expended by the Neighborhood Association for operation, maintenance and management of the Properties, assessments payable to any other homeowners, or condominium association or other association for the maintenance, repair and/or replacement of roads, sidewalks, utilities or other improvements benefiting the Properties or any part thereof, property taxes and assessments against the Properties (until such time as any of such taxes and assessments are made against the Units individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Properties as a whole), insurance premiums as described in Section 6.5, legal and accounting fees, management fees and operating expenses of the Properties and the Neighborhood Association, maintenance, repairs and replacement (but only as to the Common Areas and Exclusive Common Areas, except for emergency repairs or replacements to individual Units deemed necessary to protect the Common Areas and if

properly chargeable to the individual Unit concerned, the Neighborhood Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utility and water used in common, cleaning and janitorial services for the Common Areas and Exclusive Common Areas, for special services provided to specific Unit Owners as more particularly described on Section 8.7, and the creation of reasonable contingency or reserve requirements for the protection of the Members and the Properties (i.e., reserves for replacements, operating reserves to cover deficiencies and unforeseen contingencies) and all other expenses declared by the Board of Directors of the Neighborhood Association to be Common Expenses from time to time, and any and all other sums due from the Neighborhood Association under any lease, contract or undertaking for recreational facilities.

(c) All notices of assessments from the Neighborhood Association to the Unit Owners shall designate when they are due and payable.

Section 8.2 Declarant's Duties and Obligations With Respect to Assessments.

(a) The Declarant shall not be liable for the payment of assessments on Units that it owns during the period that the Declarant has guaranteed the budget since the Declarant guarantees to each Unit Owner that assessment of Common Expenses of the Neighborhood Association imposed upon the Owners other than the Declarant, not including any Condominium Association assessment or Master Association assessment, will not exceed $1,156.56 per Unit per year, without reserves, for the period commencing with the recording of this Declaration and continuing until the expiration of twenty four (24) months from the date of conveyance of the first Unit to be conveyed to an Owner other than the Declarant or turnover of control of the Neighborhood Association, whichever occurs earlier ("Initial Termination Date"). During such period, the Declarant will pay to the Neighborhood Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Owners. After the Initial Termination Date, the Declarant will have the option of extending the guarantee for one or more additional stated periods by written notice to the Board.

Section 8.3 Lien.

(a) The Neighborhood Association has a lien on each Unit for any unpaid assessments, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest which are incident to the collection of the assessment with respect to said Unit or enforcement of the lien. The lien is effective from and shall relate back to the recording of this Declaration or an amendment hereto creating the Unit. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records of Lee County, Florida, and provide for the description of the Unit, the name of the record owner, the name and address of the Neighborhood Association, the amount due and the due dates.

Section 8.4 Priority and Extinguishment of the Lien.

(a) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the new Owner may have to recover from the previous Owner the amounts paid by the new Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(1) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Neighborhood Association; or

(2) One percent (1%) of the original mortgage debt.

(3) The provisions of this paragraph shall not apply unless the first mortgagee joined the Neighborhood Association as a defendant in the foreclosure action. Joinder of the Neighborhood Association is not required if, on the date the complaint is filed, the Neighborhood Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discovered by the Mortgagee.

The person acquiring title shall pay the amount owed to the Neighborhood Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Neighborhood Association to record a claim of lien against the Unit and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(b) In addition to the lien rights set forth above, the Neighborhood Association shall be entitled to collect interest at a rate determined by the Neighborhood Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, Base, Special, Specific, or other, made hereunder which is not paid within ten (10) days of the due date of any such assessment. Also, the Neighborhood Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of Fifty and No/100 Dollars ($50.00) or ten percent (10%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Neighborhood Association shall be applied first to any interest accrued by the Neighborhood Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

(c) The Neighborhood Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

Section 8.5 Computation of Base Assessment.

(a) The Neighborhood Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Unit Owners to meet this estimate. Base Assessments for Common Expenses shall be borne equally by all Unit Owners. Base Assessments shall be payable quarterly or in such other installments and at such other times as may be fixed by the Board of Directors, and shall include the Master Association Assessment as set forth in Section 8.8 below.

Section 8.6 Special Assessments.

(a) Should the Neighborhood Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Neighborhood Association.

Section 8.7 Specific Assessment. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Properties or within a Condominium, as follows:

(a) To cover the costs, including overhead and administrative costs for providing benefits, items, maintenance or services to the Units entitled to use the Exclusive Common Areas;

(b) To cover the costs, including overhead and administrative costs, of providing benefits, items, maintenance or service to the Unit or occupants thereof upon request of the Owner pursuant to a menu of Special Services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, handyman service, pool cleaning, pest controls, etc.) which assessments may be levied in advance of the provisions of the requested benefit, item, maintenance or service as deposit against charges to be incurred by the Owner; and

(c) To cover costs incurred in bringing a Unit into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the Articles, the Bylaws, or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of a Unit, their licensees, invitees, or guests; provided the Board shall give the Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection.

The Neighborhood Association may also levy a Specific Assessment against any Condominium to reimburse the Neighborhood Association for costs incurred in bringing the

Condominium into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, the Rules, and Resolutions, provided the Board gives the Condominium prior written notice and an opportunity to be heard before levying any such assessment.

Section 8.8 Master Association Assessment. The Neighborhood Association shall collect the Master Association Assessment from the Members. The Master Association Assessment shall be included as part of the Base Assessment.

Section 8.9 Master Association Capital Assessment. The Master Association may establish a working capital fund for the initial months of operation of the Master Association (the "Capital Assessment"). The Capital Assessment shall be $250.00 per Unit and shall be paid to the Master Association by each purchaser of a Unit at the time of the conveyance of the Unit, pursuant to the Master Declaration.

Section 8.10 Exempt Property. The following property shall be exempt from payment of all Assessments:

(a) All Common Areas, including the Exclusive Common Areas;

(b) Any property dedicated to and accepted by any governmental authority or public authorities; and

(c) Any property designated as a conservation easement.

## ARTICLE IX
## RESTRICTIONS

Except as otherwise provided herein, the following use restrictions apply to all Units in the Properties.

(a) Commercial Activity. As long as Declarant owns any Unit in the Properties for development or for sale in the ordinary course of business Declarant may permit one or more Units to be used or maintained as a sales and/or leasing office and/or construction office or for model homes. The Declarant may operate a commercial real estate sales business or construction business out of said office. No other commercial activity or professional business shall be permitted on any Unit without the prior consent of Declarant, which the Declarant is entitled to give, so long as Declarant owns any Unit in the Properties for development or for sale in the ordinary course of business and thereafter without the prior consent of the Neighborhood Association. Once the Declarant has granted its consent to any request to permit a Unit to be used for commercial activity, the Neighborhood Association may not subsequently revoke or terminate the Declarant's consent. It is expressly understood and agreed that Declarant, in its sole discretion, may permit one or more of the Units to be used for commercial activity or as a professional business.

(b) Landscaping. All landscaped areas may be maintained by the Neighborhood Association in its sole and absolute discretion, and the expense of such maintenance shall be a Common Expense of the Neighborhood Association. If the Neighborhood Association elects to maintain the landscape areas of the Condominium, the Neighborhood Association may later assign such landscape maintenance responsibilities, in its sole and absolute discretion, to the applicable Condominium Association. No Member may alter the landscaping without the prior written consent of the Declarant as long as Declarant owns any Unit within Sabal Palm at Grande Oak.

(c) Vehicles. Except as set forth below, only conventional passenger automobiles and motorcycles may be parked in any parking area and only if the automobile has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, pick-up trucks or mini-vans and utility vehicles, such as a Ford Bronco, Chevrolet Blazer, Jeep and similar vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars and the like. Motor vehicles designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, and any and all other vehicles other than the aforedescribed conventional passenger automobiles, are prohibited from parking in any area.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Unit, but in no event overnight; and (2) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded.

No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent access to another owner's parking space. The Owners, their employees, servants, agents, visitors, licensees, and the Owners' families will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the Owners. No vehicle that cannot operate on its own power shall remain within the Properties for more than 24 hours, and no repair of vehicles shall be made within the Properties.

Guests only are allowed to park in visitors' spaces. Anyone with more than two vehicles must park the additional vehicle in the unassigned parking spaces located on the Properties.

No parking is permissible on the lawns, common ground or streets at any time, other than service vehicles and then only if necessary to service a Unit within the Properties.

Any and all vehicles parked or stored on the Properties which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Neighborhood Association at the owner's expense.

All automobiles shall be parked only in the parking spaces so designated for that purpose by the Neighborhood Association. Each Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored on the Properties. Any such vehicle mentioned in this subparagraph may be removed by the Neighborhood Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Neighborhood Association; and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Neighborhood Association therefor.

No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Properties as a domicile or residence, either permanent or temporary.

(d) Temporary and Accessory Structures. No tents, metal sheds, nor temporary structures shall be permitted on the Properties.

(e) Outdoor Equipment. No gasoline or other hazardous materials, as defined by any state or federal regulation or judicial interpretation thereof, shall be stored in any of the Units.

(f) Solar Collectors. No solar collector may be erected or installed on the Property without the prior written approval of the Neighborhood Association.

(g) Signs. No signs, freestanding or otherwise installed, shall be erected or displayed on any Unit or structure, including but not limited to "For Sale", "Open House" or "For Rent" signs. Notwithstanding the forgoing, the Declarant may display any sign advertising sales of the Units occurring in the ordinary course of its business. All signs must also conform with governmental codes and regulations and with any master design

plans for signs established by Declarant and the Neighborhood Association shall have the right to remove any unapproved sign.

(h) Pets and Animals.

(1) In order to keep a pet on the Properties, prior approval of the Board of Directors must be obtained. Pets of Owners or occupants shall be limited to no more than two (2) dogs and cats in the aggregate, small birds to be kept in a bird cage, and tropical fish to be kept in an aquarium.

(2) All dogs and cats shall be contained in the Owner's Unit and when not within the Unit must be kept on a leash and not allowed to run free. Further, all Pet Owners are responsible for cleaning up and removing any wastes made by their pets in the Properties. The Board of Directors of the Neighborhood Association can withdraw the written approval as to pets referred to above at any time in its sole discretion when the pet becomes a nuisance or the Owner does not abide by the Rules and Regulations established by the Board of Directors of the Neighborhood Association pertaining to pets. All such animals shall be licensed by the appropriate state or local authorities.

(3) No horses, cows, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any of the Properties.

(4) Commercial activities involving pets are not allowed.

(i) Nuisances. Nothing shall be done which may be or may become an annoyance or nuisance to any reasonable person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this Section shall be decided by the Declarant as long as it owns any Unit in the Properties for development or for sale in the ordinary course of business and thereafter the Neighborhood Association, whose decision shall be final.

(j) Declarant's and the Neighborhood Association's Exculpation. The Neighborhood Association and Declarant may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to Owners or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

(k) Owner and Member Compliance.

(1) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, and persons to whom an Owner has delegated his right to use of any Common Areas, but also to any other person occupying an Owner's Unit under lease from the Owner or by permission or invitation of the Owner or his tenants, licensees, invitees or guests.

(2) Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of Declarant, the Neighborhood Association, or any Condominium Association to enforce the provisions of this Declaration. The Owner shall be responsible for any and all violations of these provisions by his tenants, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

(l) Fines. The Neighborhood Association, in its sole discretion, may impose a fine or fines upon any Owner for failure to comply with the foregoing restrictions, or any other rules and regulations adopted by the Board or the Neighborhood Association, in accordance with the following procedures and those set forth in the Bylaws:

(1) Notice. The Neighborhood Association shall notify the Owner of the non-compliance. The Owner shall have three (3) days from receipt of such notice to cure said non-compliance, unless said non-compliance cannot be cured within three (3) days, in which case the Owner shall commence curing the non-compliance within three (3) days after receipt of such notice, shall diligently pursue curing the non-compliance, and shall have a reasonable period of time to effectuate said cure.

(2) Fines. The Neighborhood Association may impose fines of up to $50.00 per day for each violation.

(3) Payment of Fines. Fines shall be paid no later than thirty (30) days after notice of the imposition.

(4) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

(m) Solicitations. Soliciting is strictly forbidden. Unit Owners should notify the Neighborhood Association if a solicitor appears, and appropriate action will be taken.

(n) Antennas, Etc. No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be permitted and its design and location must be first approved in writing by the Board of Directors. An approved flagpole shall not be used as an antenna.

(o) Indigenous Areas. Certain areas within the Property have been identified by the Master Declarant as "Indigenous Areas." Such Indigenous Areas shall not be removed nor disturbed and shall be maintained by the Neighborhood Association.

## ARTICLE X
## EASEMENTS

The respective rights and obligations of the Members, the Neighborhood Association, the Declarant, and others concerning easements affecting Sabal Palm at Grande Oak shall include the following:

Section 10.1 Easement For Utilities, Etc. Declarant hereby reserves for the benefit of itself, its successors and assigns, and the Neighborhood Association, perpetual blanket easements upon, across, above and under all the Properties, which easements shall be for access, ingress, egress, installation, construction, repair, maintenance and replacement of utility services of the Properties or any portion thereof, and adjoining neighborhoods, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, telephone, cable television, and other services such as trash disposal, roads, walkways and security systems. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling in a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry into any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or to the occupant of the Unit. The Board shall, upon written request, grant a specific license or easement to a party furnishing any such utility or service.

Section 10.2 Easement For Maintenance. The Declarant and Neighborhood Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under the Property within Sabal Palm at Grande Oak, including the Common Areas and any Condominium, at reasonable hours to perform its responsibilities of maintenance, inspection, and repair, including, without limitation, the right to enter upon any Condominium for the purpose of maintenance of the lawns and landscaping the Condominium(s). This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling Unit, and any damage to a Unit resulting from the exercise of this Easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or an occupant. The Board shall, upon written request, grant a specific license or easement to a party furnishing any such maintenance or service.

Section 10.3 Encroachments. Declarant hereby reserves for the benefit of itself, its successors and assigns, the Neighborhood Association, and all Owners, upon, across, above, and under the Properties, an easement of up to three feet from Unit lines or Common Area boundaries for the actual extent of encroachments created by construction as designed or constructed by the Declarant or any Owner and for settling, shifting and movement of any portion of the Properties, except that no such easement is created for an encroachment which is the result of willful misconduct on the part of Declarant, and Owner, a tenant, the Neighborhood Association, or any other Person. Such encroachments shall not be considered to be encumbrances upon any part of the Properties. Encroachments referred to herein include, but are

not limited to, encroachments caused by error in the original construction of improvements, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of any improvements on the Properties.

Section 10.4 Easement for Irrigation, Collection for Storm Water Runoff and Flood Water. The Declarant reserves for itself, its successors and assigns, and the Neighborhood Association, the non-exclusive right and easement, but not the obligation, to enter upon any part of the Properties to (a) install, keep, maintain, operate and replace pumps and transmission lines in order to provide water for the irrigation of any of the Properties; (b) construct, maintain and repair any structure designed to transmit, divert, collect or retain water; and (c) remove trash and other debris. This easement shall not entitle the holders to construct or install any drainage systems or facilities over, under, or through any existing residential dwelling Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry into any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or the occupant. Further, the Condominiums and the Common Area shall be burdened with easements for natural drainage or storm water runoff from other portions of the Properties; provided, no persons shall alter the natural drainage so as to materially increase the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner of the affected Property.

Section 10.5 Access. Perpetual easements are hereby granted to the Neighborhood Association for the purpose of access to each Unit for the purpose of providing necessary maintenance of the Unit as determined by the Neighborhood Association. The exercise of this easement shall not unreasonably interfere with the use of any Unit, and except in an emergency, entry into any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or any occupant. Perpetual easements are hereby granted to the Owner of each Unit for access to such Unit.

Section 10.6 Restriction on Owner Easements. No Owner, except for the Declarant so long as it owns any Unit in the Properties for development or for sale in the ordinary course of business, shall grant any easement upon any portion of the Properties to any Person without the prior written consent of the Declarant. Once Declarant no longer owns any Unit in the Properties for development or for sale in the ordinary course of business, the prior written consent of the Neighborhood Association shall be required in order for an Owner to grant an easement upon any portions of the Properties.

Section 10.7 Sign, Entryway and Gate Easement. The Declarant hereby reserves for itself, it successors and assigns, the Neighborhood Association, and any Condominium Association, the non-exclusive right and easement, upon any part of the Property to install, keep, maintain, operate and replace all signs, entryway and gate features identifying any Condominiums located on the Properties. The exercise of this easement shall not unreasonably interfere with the use of any Unit nor entitle the holders to construct nor install any sign, entryway or gate feature over, under or through any existing residential dwelling Unit.

## ARTICLE XI

## SECURITY

Section 11.1 Security. The Neighborhood Association, may, but shall not be obligated to maintain or support certain activities within the Properties designed to make the Properties safer than otherwise might be. NEITHER THE NEIGHBORHOOD ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEM OR SECURITY MEASURES UNDERTAKEN WILL, IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE NEIGHBORHOOD ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, UNITS AND TO THE CONTENTS OF THE UNITS RESULTING FROM ACTS OF THIRD PARTIES. EACH OWNER FURTHER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO HOLD DECLARANT, AND ANY SUCCESSOR DECLARANT (S), HARMLESS FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO PERSON (S), UNIT(S) AND TO OTHER CONTENTS OF THE UNITS RESULTING FROM ACTS OF THIRD PARTIES AND FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

## ARTICLE XII

## THE CLUB AT GRANDE OAK

Section 12.1 Ownership. Master Declarant, or an affiliate thereof, will own and operate the club property ("Club Property"), to be known as The Club at Grande Oak ("The Club"). The Club Property shall not be a part of the Common Areas of the Neighborhood Association nor Master Association unless Master Declarant shall specifically so state by written document recorded in the public records of Lee County, Florida. The Club Property may be improved by a golf course, tennis courts, and other recreational facilities traditionally located on country club properties. Master Declarant, or its affiliate, may establish the Club Property as either a private, semi-private, or public facility, as Master Declarant, or its affiliate, may elect in its sole and absolute discretion; in addition, Master Declarant, or its affiliate, successors and assigns, may later convert any public facility to a private or semi-private facility, without the consent of the Master Association, any Neighborhood Association or any Owner.

Section 12.2 No Voting or Equity Interest. Each Owner acknowledges and agrees by accepting title to a Unit, that no Owner shall have any equity or other interest in and to the Club

Property, except as a social member, subject to the membership documents of The Club on the terms and provisions thereof, nor shall any Owner have any ownership, management, voting or other interest in and to the Club Property.

OWNERSHIP OF A UNIT IN SABAL PALM AT GRANDE OAK DOES NOT ENTITLE AN OWNER TO ANY RIGHTS OF USE IN ANY GOLF COURSE THAT MAY BE CONSTRUCTED ON THE CLUB PROPERTY.

FOR FURTHER INFORMATION REGARDING MEMBERSHIP RIGHTS, DUTIES, AND OBLIGATIONS PERTAINING TO THE CLUB AT GRANDE OAK, SEE ARTICLE XV OF THE MASTER DECLARATION.

Section 12.3 Golf Course Maintenance Easement. Every Condominium and Common Area is burdened with an easement in favor of the owner of The Club to utilize portions of the Condominium and Common Areas to maintain portions of the golf course, provided such easement shall be exercised in a manner which does interfere with use or enjoyment of the Condominium or Common Area for its primary purpose and that such use by the owner of The Club will not damage landscaping or other improvements on the particular Condominium or Common Area.

Section 12.4 Assumption of Risk and Indemnification. Each Owner, by purchase of a Unit within the vicinity of the Club Property, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Club Property, including, without limitation; (a) noise from maintenance equipment, it being specifically understood that such maintenance typically takes place around sunrise or sunset, (b) noise caused by golfers, (c) use of pesticides, herbicides, fertilizers and effluent irrigation, (d) view restrictions caused by planting and maturation of trees, shrubbery and golf course features, such as berms (whether planted or installed prior to an Owner's occupancy of a Unit or substantially planted or installed) (e) view restrictions caused by the relocation or redesigning of greens, bunkers and tees, (f) reduction of privacy caused by golf traffic on the golf course or golf cart paths or the removal of pruning of shrubbery of trees on the Club Property, (g) errant golf balls and golf clubs, and (h) design of Club Property. In addition, neither the Declarant, Master Declarant, Master Association, Neighborhood Association, the owner of The Club nor any other entity owning or managing the golf course shall be liable to an Owner or any other Person claiming any loss or damage, including without limitation indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise relating to the proximity of the Owner's Unit to the Club Property, including, without limitation, any claim arising in whole or in part for the negligence of the Declarant, Master Declarant, Master Association, Neighborhood Association, the owner of The Club, or any other entity owning or managing the golf course. Each Owner hereby agrees to indemnify and hold harmless the Master Declarant, Declarant, Master Association, Neighborhood Association, and owner of The Club, or any other entity owning or managing the golf course against any and all claims by Owners, visitors, tenants, or other licensees or invitees of Owner.

Section 12.5 Easement for Golf Balls. The Properties are burdened with an easement permitting golf balls hit from the Club Property to encroach upon the Property and for golfers at

reasonable times and in reasonable manner to come upon the exterior portions of the Property to retrieve errant golf balls; provided, however, if all or any portion of the Property is fenced, walled or enclosed with screening, the golfer shall seek the Owners or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to any portion of the Property, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim to or any action whatsoever against the Declarant, Master Declarant, Master Association, Neighborhood Association, or owner of The Club, the golf course designer, any builder, or any other party other than the golfer who caused the property damage or personal injury, arising or resulting from any errant golf balls or golf clubs, any property damage or personal injury caused thereby, or for negligent design of the golf course, or sighting of the particular Unit. Nothing in this section shall in any way relieve golfers from liability for damages resulting from errant golf balls.

FOR FURTHER INFORMATION REGARDING THE RIGHTS, DUTIES AND OBLIGATIONS PERTAINING TO OPERATION OF THE CLUB AT GRANDE OAK, PLEASE REFER TO ARTICLE XV OF THE MASTER DECLARATION.

## ARTICLE XIII

## GENERAL PROVISIONS

Section 13.1 Utility Facilities. The water and sewer lines serving Sabal Palm at Grande Oak Neighborhood will be owned by Sabal Palm at Grande Oak Neighborhood Association, Inc. All fees and service charges due the utility provider will be paid directly by Sabal Palm at Grande Oak Neighborhood Association, Inc. Sabal Palm at Grande Oak Neighborhood Association, Inc., and all Owners within the neighborhood shall be responsible for paying their pro-rata share of water and sewer fees and service charges. Such fees and charges may be collected by a Condominium Association and paid to the Neighborhood Association.

Section 13.2 Declaration of General Protective Covenants Run With the Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of the Declarant or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of five (5) years, unless an instrument signed by the then Owners of seventy five percent (75%) of the Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

Section 13.3 Non-Liability of Declarant. The Declarant shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any Person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.

Section 13.4 Amendment. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, until Declarant transfers control of the Neighborhood Association to Members other than the Declarant,

Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration. Notwithstanding any provision to the contrary, the prior consent of any mortgagee who has only a mortgage on any Unit(s) sold to a third party is not required in order to amend or modify this Declaration. In addition to any other rights of amendment or modification provided for in this Declaration, in which case those provisions shall apply, after transfer of control of the Neighborhood Association to Members other than the Declarant, this Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the of the Members at a meeting duly called for such purpose pursuant to the Bylaws of the Neighborhood Association; provided, however, that no amendment shall be made which shall in any manner impair the security of any mortgagee having a mortgage or other lien against any one or more of the Units, or any other record owners of liens thereon; except if such amendment is for the purpose to correct any error or omission in this Declaration or in other documentation required by law. Notwithstanding the foregoing, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant without the written consent of the Declarant to any such amendment.

Provided, however, any amendment to this Declaration or other Neighborhood documents that will affect any aspect of the surface/storm water management system, including all water management portions of Common Areas, dedicated lake tracts, lake maintenance and drainage easements and corresponding infrastructure, shall not be valid without the written consent of the South Florida Water Management District.

Section 13.5 Consent by Institutional Mortgagees. After transfer of control of the Neighborhood Association to Members other than the Declarant, the approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Units in the Properties shall be required to add to or amend any material provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Neighborhood Association which establish, provide for, govern or regulate any of the following:

(a) Voting rights;

(b) Subordination of assessment liens;

(c) Insurance or fidelity bonds;

(d) Boundaries of any Unit which is security for a mortgage of record; and

(e) Any provisions that are for the express benefit of the mortgagees or insurers or guarantors of recorded first mortgages on individual Units.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Neighborhood Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Neighborhood Association within thirty (30) days shall be deemed to have approved such addition or amendment.

Section 13.6 Notice to Institutional Mortgagees.

(a) Upon written request to the Neighborhood Association, Institutional Mortgagees will be entitled to timely written notice:

(1) Any condemnation or casualty loss that affects either a material portion of the Properties or the Unit securing its mortgage.

(2) Any sixty (60)-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage.

(3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Neighborhood Association.

(4) Any proposed action that requires the consent of a specified percentage of mortgage holders.

(b) In the event that any Owner or Institutional Mortgagee furnishes a written request to the Neighborhood Association specifying the name and address of the Institutional Mortgagee and of the Unit in which it holds an interest, the Neighborhood Association shall give written notice to the Institutional Mortgagee of any default of the Owner of such Unit in performing or observing any of the terms, conditions, or agreements contained in this Declaration prior to taking any enforcement action. The Institutional Mortgagee shall have the right (but not the obligation) to remedy the default. Neither the Declarant nor the Neighborhood Association shall take any action with respect to the default, including, without limitation, any action to impose or enforce a lien against the property of a defaulting Owner, unless the default remains unremedied for a period of thirty (30) days after the Institutional Mortgagee's receipt of the written notice.

Section 13.7 Additional Rights of Institutional Mortgagees. Institutional Mortgagees shall have the following rights:

(a) Upon written request by an Institutional Mortgagee to the Neighborhood Association, the Institutional Mortgagee is entitled to a copy of the financial statements of the Neighborhood Association for the immediately preceding fiscal year as soon as such financial statements are available.

(b) The Neighborhood Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Neighborhood Association, current copies of the Declaration, By-Laws, other rules concerning the Properties, and the books, records and financial statement of the Neighborhood Association.

Section 13.8 Other Documents. Declarant, the Neighborhood Association, any Condominium Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no

such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

Section 13.9 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 13.10 Dissolution. In the event of dissolution of the Neighborhood Association, in accordance with the terms of its Articles of Incorporation, each Unit shall continue to be subject to the Base Assessment specified in Article VIII and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Neighborhood Association as the case may be, for Assessments to the extent that such assessments are required to enable Declarant or any such successor or assign acquiring any real property previously owned by the Neighborhood Association to properly maintain, operate and preserve it. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of property which has been Common Areas and continues to be so used, for the common use, enjoyment and benefit of the Owners.

Section 13.11 Gender. Whenever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

Section 13.12 Notices.

(a) To Declarant. Notice to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by Declarant.

(b) To Neighborhood Association. Notice to the Neighborhood Association as may be required herein or the Bylaws of the Neighborhood Association shall be in writing and delivered or mailed to the Neighborhood Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Neighborhood Association.

(c) To Owner. Notice to any Owner of a violation of any of these restrictions, notice of Assessments or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Lee County, Florida, or, if not shown thereon, to the address of the Owner, as shown on the deed recorded in the Public Records of Lee County, Florida. In the event of notice to the Owner of a Condominium Unit, notice may be mailed to the principal place of business of the Condominium Association.

Section 13.13 Construction. The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the purposes set forth herein, including the Preamble.

Section 13.14 Arbitration of Claims. In the event that there are any warranty, negligence or other claims against the Declarant or any party having a right of contribution from, or being jointly and severally liable with, the Declarant which claim is in excess of One Thousand Dollars ($1,000.00) (the "Claims"), relating to the design, construction, furnishing or equipping of the Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

(a) The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Declarant in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims.

(b) Within thirty (30) days of receipt of the notice of the Claims, the Declarant will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Declarant and the Claimant, not having any then-current business relationship with the Declarant or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Declarant shall notify the Claimant of the name and address of the Arbitrator.

(c) Within thirty (30) days after the Declarant notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Declarant shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.

(d) Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Properties and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Declarant and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Declarant so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Declarant that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Declarant shall be entitled to representation by their attorneys and any other expert at the conference. In the event such a conference is held, the sixty (60)-day time period referenced in this Section shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Declarant and Claimant as to when the Final Report shall be issued.

(e) The Declarant shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid, or (ii) pay to the

Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to above.

(f) As to those matter the Declarant elects to correct, upon completion of all corrective work the Declarant will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Declarant and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.

(g) For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09 of the Arbitration Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13 of the Arbitration Code.

(h) The Arbitrator shall not be liable to the Association, the Claimant or the Declarant by virtue of the performance of his or her services hereunder, fraud and corruption excepted.

(i) The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Declarant's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.

(j) In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of The Florida Bar chosen by the Declarant, which arbitrator shall be independent of the Declarant and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

IN WITNESS WHEREOF, Declarant hereby executes this Declaration of Restrictions in its name by the undersigned authorized officer as of the day and year first above written.

Witnesses:

PARKER ESTERO ONE, INC., a Florida corporation

Print Name: Faye A. Todd

By: _____
Print Name: David Knizner
Its: Vice President

Print Name: ELAINE C. SPARLING

Address: 9400 Gladiolus Dr., Suite 250
Ft. Myers, FL 33908

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of March, 2001, by David Knizner, as Vice President of Parker Estero One, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or provided _____ as identification.

(Seal)

Elaine M. Stultz
Commission # CC 949022
Expires Aug. 4, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
Print Name: _____
My Commission Expires: _____

14837v1:01722.352

**BBLS**
**SURVEYORS & MAPPERS INC.**
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

**SABAL PALM AT GRANDE OAK,**
**NEIGHBORHOOD**

**LEGAL DESCRIPTION**

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE N.89°28'07"E., ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2350.20 FEET; THENCE S.00°31'53"E., A DISTANCE OF 1563.04 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.71°29'59"E., A DISTANCE OF 132.56 FEET; THENCE S.18°28'09"E., A DISTANCE OF 37.85 FEET; THENCE N.73°20'38"E., A DISTANCE OF 82.96 FEET; THENCE S.18°39'05"E., A DISTANCE OF 40.53 FEET; THENCE N.73°47'45"E., A DISTANCE OF 134.57 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1350.00 FEET, A CENTRAL ANGLE OF 09°17'44", A CHORD BEARING OF S.13°33'15"E. AND A CHORD LENGTH OF 218.78 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 219.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.08°54'23"E., A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 925.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF S.05°14'41"E. AND A CHORD LENGTH OF 118.15 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 118.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.01°34'59"E., A DISTANCE OF 136.22 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 1530.00 FEET, A CENTRAL ANGLE OF 13°08'08", A CHORD BEARING OF S.88°25'01"W. AND A CHORD LENGTH OF 350.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 350.77 FEET TO THE END OF SAID CURVE; THENCE N.01°34'59"W., A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 73.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 73.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 167.79



Exhibit "A"

FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 167.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., A DISTANCE OF 78.86 FEET TO THE **POINT OF BEGINNING.**

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

_____ 00/00/00
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

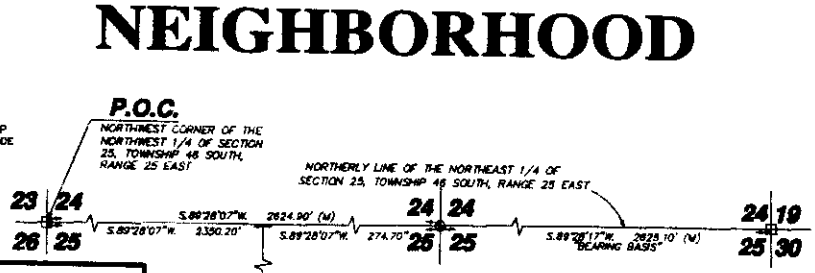
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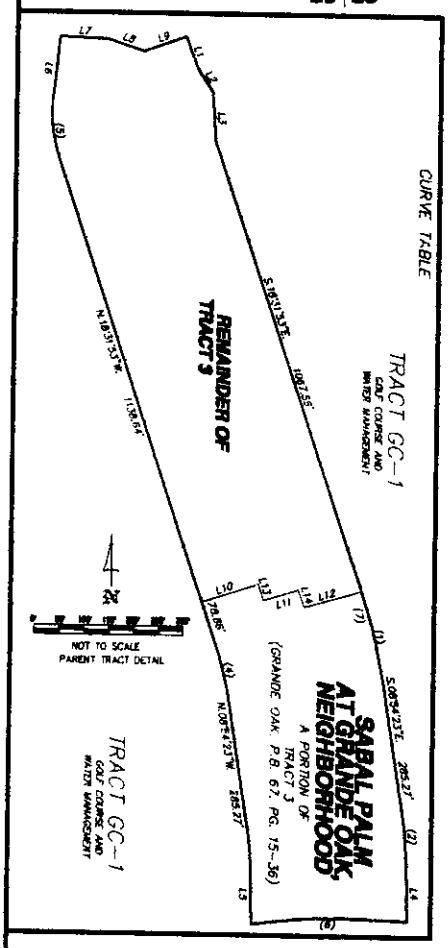
(SEE ATTACHED SKETCH - 0076HOOD.DWG)

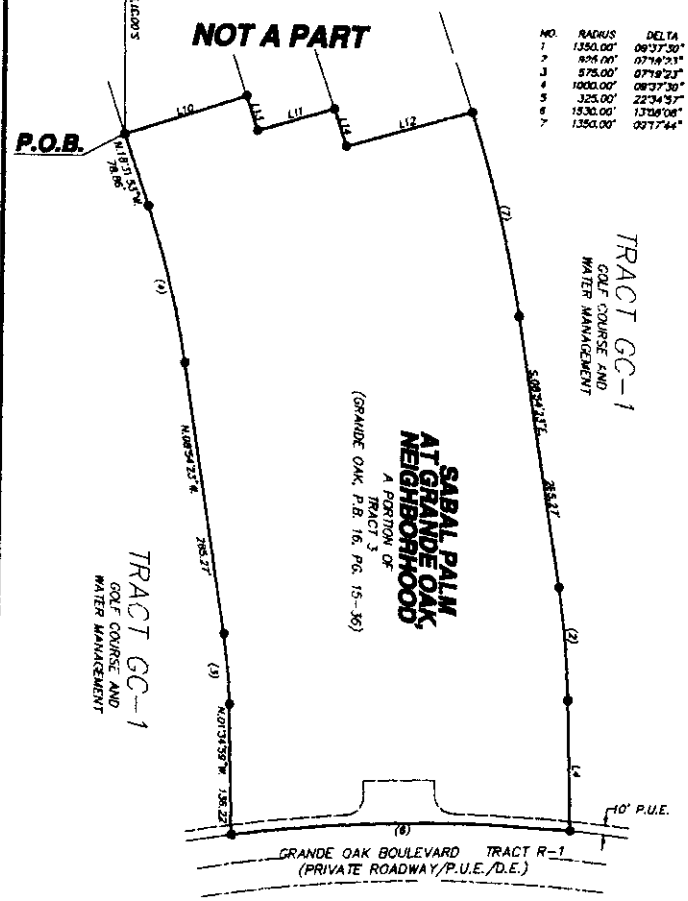
# SABAL PALM AT GRANDE OAK, NEIGHBORHOOD

**LEGEND**

| | |
|---|---|
| SEC. | SECTION |
| TWP. | TOWNSHIP |
| RNG. | RANGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| P.B. | PLAT BOOK |
| PG. | PAGE |
| R/W | RIGHT OF WAY |
| U.E. | UTILITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| FIRM | FLOOD INSURANCE RATE MAP |
| F.A.C. | FLORIDA ADMINISTRATIVE CODE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| L.C.E. | LIMITED COMMON ELEMENT |
| C.E. | COMMON ELEMENT |
| O.R. | OFFICIAL RECORDS BOOK |
| PGS. | PAGES |




**CURVE TABLE**

| NO. | RADIUS | DELTA | ARC | TANGENT | CHORD | CHORD BEARING |
|---|---|---|---|---|---|---|
| 1 | 1350.00' | 09°37'30" | 226.79' | 113.66' | 226.52' | S.13°43'58"E. |
| 2 | 925.00' | 07°19'23" | 118.15' | 59.19' | 118.15' | N.04°14'41"E. |
| 3 | 575.00' | 07°19'23" | 73.49' | 36.80' | 73.44' | N.04°14'41"W. |
| 4 | 1000.00' | 09°37'30" | 167.99' | 84.19' | 167.79' | N.13°43'58"W. |
| 5 | 325.00' | 22°34'57" | 128.10' | 64.89' | 127.27' | N.07°16'24"W. |
| 6 | 1530.00' | 13°06'06" | 350.77' | 176.16' | 350.00' | S.88°25'01"W. |
| 7 | 1350.00' | 09°17'44" | 218.02' | 109.25' | 217.78' | S.13°33'15"E. |

**LINE TABLE**

| Line | Bearing | Distance |
|---|---|---|
| L1 | S.20°10'47"E. | 74.64' |
| L2 | S.32°05'52"E. | 65.13' |
| L3 | S.03°49'13"E. | 111.56' |
| L4 | S.01°34'56"E. | 136.22' |
| L5 | N.01°34'56"W. | 136.22' |
| L6 | N.06°00'43"E. | 153.12' |
| L7 | S.87°12'20"E. | 105.37' |
| L8 | S.72°24'21"E. | 88.74' |
| L9 | N.70°25'17"E. | 101.61' |
| L10 | N.71°29'38"E. | 132.56' |
| L11 | N.73°20'38"E. | 82.96' |
| L12 | N.73°47'45"E. | 134.57' |
| L13 | S.18°28'09"E. | 37.85' |
| L14 | S.18°29'05"E. | 40.53' |

## LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

## NOTES:

1.) BEARINGS SHOWN HEREON REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

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

3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

4.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
**BBLS SURVEYORS & MAPPERS INC.**
**1502-A RAIL HEAD BLVD.**
**NAPLES, FLORIDA 34110 (941) 597-1315**

11/08/00

REVISED: MISCELLANEOUS LABELS 11/08/00.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

0076HOOD

**BBLS**
**SURVEYORS & MAPPERS INC.**
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

**SABAL PALM AT GRANDE OAK**
**NEIGHBORHOOD COMMON AREA**

**LEGAL DESCRIPTION**

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE N.89°28'07"E., ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2350.20 FEET; THENCE S.00°31'53"E., A DISTANCE OF 1563.04 FEET; THENCE N.71°29'59"E., A DISTANCE OF 132.56 FEET; THENCE S.18°28'09"E., A DISTANCE OF 37.85 FEET; THENCE N.71°29'59"E., A DISTANCE OF 132.56 FEET; THENCE S.18°28'09"E., A DISTANCE OF 37.85 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED;; THENCE N.73°20'38"E., A DISTANCE OF 82.96 FEET; THENCE S.18°39'05"E., A DISTANCE OF 44.79 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 307.50 FEET, A CENTRAL ANGLE OF 13°50'14", A CHORD BEARING OF S.11°43'59"E. AND A CHORD LENGTH OF 74.08 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 74.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.04°48'52"E., A DISTANCE OF 72.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 292.50 FEET, A CENTRAL ANGLE OF 16°34'59", A CHORD BEARING OF S.13°06'21"E. AND A CHORD LENGTH OF 84.36 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 84.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.21°23'51"E., A DISTANCE OF 83.69 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 505.50 FEET, A CENTRAL ANGLE OF 13°29'16", A CHORD BEARING OF S.14°39'12"E. AND A CHORD LENGTH OF 118.72 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 119.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.07°54'34"E., A DISTANCE OF 34.74 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 125.50 FEET, A CENTRAL ANGLE OF 29°36'42", A CHORD BEARING OF S.06°53'47"W. AND A CHORD LENGTH OF 64.14 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 64.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 192.50 FEET, A CENTRAL ANGLE OF 23°20'57", A CHORD BEARING OF S.10°01'39"W. AND A CHORD LENGTH OF 77.91



Exhibit "B"

FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 78.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.01°38'49"E., A DISTANCE OF 76.90 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 87°55'28", A CHORD BEARING OF S.45°36'33"E. AND A CHORD LENGTH OF 41.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 46.04 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1530.00 FEET, A CENTRAL ANGLE OF 04°09'04", A CHORD BEARING OF S.88°21'11"W. AND A CHORD LENGTH OF 110.83 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 110.85 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 87°55'28", A CHORD BEARING OF N.42°18'54"E. AND A CHORD LENGTH OF 41.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 46.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.01°38'49"W., A DISTANCE OF 62.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 192.50 FEET, A CENTRAL ANGLE OF 29°48'28", A CHORD BEARING OF N.16°33'04"W. AND A CHORD LENGTH OF 99.02 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 100.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 125.50 FEET, A CENTRAL ANGLE OF 22°30'05", A CHORD BEARING OF N.20°12'16"W. AND A CHORD LENGTH OF 48.97 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 49.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°57'13"W., A DISTANCE OF 54.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 505.50 FEET, A CENTRAL ANGLE OF 09°19'32", A CHORD BEARING OF N.04°17'27"W. AND A CHORD LENGTH OF 82.19 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 82.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.00°22'19"E., A DISTANCE OF 104.69 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 292.50 FEET, A CENTRAL ANGLE OF 18°50'28", A CHORD BEARING OF N.09°02'55"W. AND A CHORD LENGTH OF 95.75 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 96.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°28'09"W., A DISTANCE OF 162.78 FEET TO THE **POINT OF BEGINNING**.

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

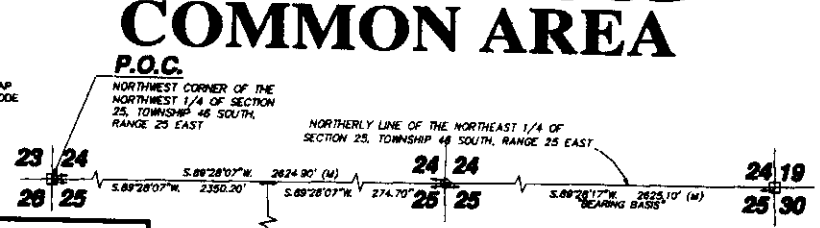
_____ 00/00/00
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)
0076_1.LWP

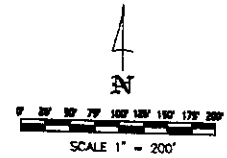
**(SEE ATTACHED SKETCH - 0076HOODCOM.DWG)**

# SABAL PALM AT GRANDE OAK, NEIGHBORHOOD COMMON AREA

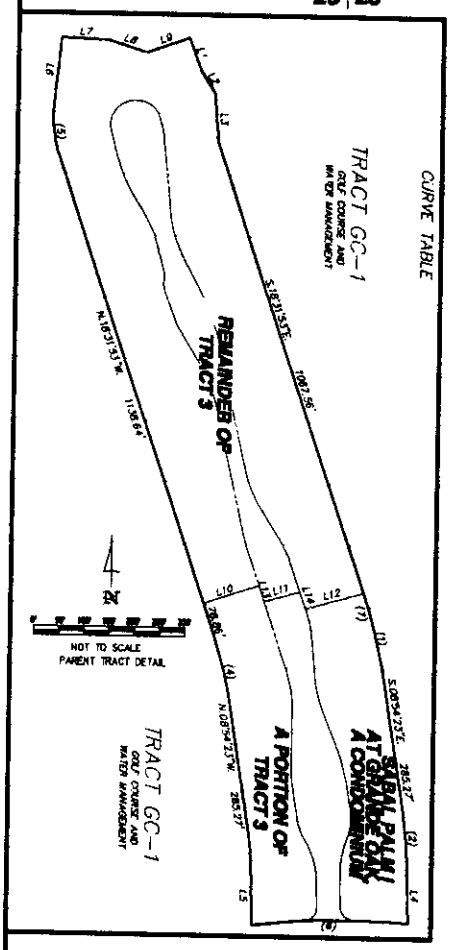
**LEGEND**

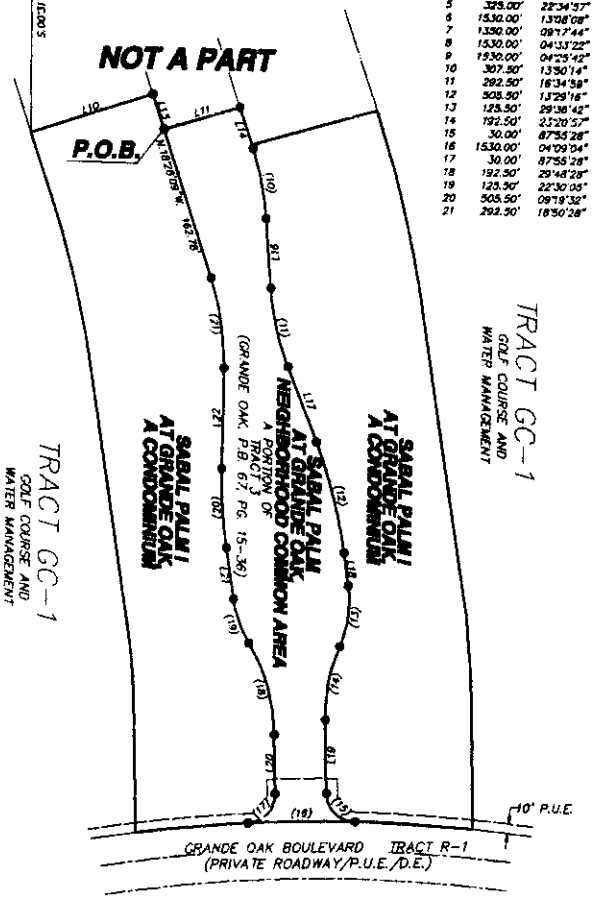
| | |
|---|---|
| SEC. | SECTION |
| TWP. | TOWNSHIP |
| RNG. | RANGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| P.B. | PLAT BOOK |
| PG. | PAGE |
| R/W | RIGHT OF WAY |
| U.E. | UTILITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| FIRM | FLOOD INSURANCE RATE MAP |
| F.A.C. | FLORIDA ADMINISTRATIVE CODE |
| C.U.E. | COUNTY UTILITY EASEMENT |
| L.C.E. | LIMITED COMMON ELEMENT |
| C.E. | COMMON ELEMENT |
| O.R. | OFFICIAL RECORDS BOOK |
| PGS. | PAGES |




THIS EXHIBIT MAY HAVE BEEN REDUCED




## CURVE TABLE

| NO. | RADIUS | DELTA | ARC | TANGENT | CHORD | CHORD BEARING |
|---|---|---|---|---|---|---|
| 1 | 1350.00' | 09°37'30" | 226.79' | 113.65' | 226.52' | S.13°43'08"E. |
| 2 | 925.00' | 07°19'23" | 118.23' | 59.19' | 118.15' | S.05°14'41"E. |
| 3 | 975.00' | 07°19'23" | 73.49' | 36.80' | 73.44' | N.05°14'41"W. |
| 4 | 1000.00' | 09°37'30" | 167.99' | 84.19' | 167.79' | N.13°43'08"W. |
| 5 | 325.00' | 28°34'37" | 128.10' | 64.89' | 127.27' | N.07°14'24"W. |
| 6 | 1530.00' | 13°08'08" | 350.77' | 176.16' | 350.00' | S.88°25'01"W. |
| 7 | 1350.00' | 09°17'44" | 219.02' | 109.75' | 218.78' | S.13°33'15"E. |
| 8 | 1530.00' | 04°33'22" | 121.66' | 60.86' | 121.63' | N.87°17'36"W. |
| 9 | 1930.00' | 04°25'42" | 118.25' | 59.16' | 118.32' | S.84°10'47"W. |
| 10 | 307.50' | 13°50'14" | 74.26' | 37.31' | 74.08' | S.11°43'56"E. |
| 11 | 292.50' | 16°34'59" | 84.66' | 42.63' | 84.36' | S.13°08'21"E. |
| 12 | 505.50' | 13°29'16" | 119.00' | 59.78' | 118.72' | S.14°39'12"E. |
| 13 | 125.50' | 29°38'42" | 64.86' | 33.17' | 64.14' | S.06°53'47"W. |
| 14 | 192.50' | 23°20'57" | 78.45' | 39.78' | 77.91' | S.10°01'39"W. |
| 15 | 30.00' | 87°55'28" | 46.04' | 28.93' | 41.65' | S.45°36'33"E. |
| 16 | 1530.00' | 04°09'04" | 110.85' | 55.45' | 110.83' | S.88°21'11"W. |
| 17 | 30.00' | 87°55'28" | 46.04' | 28.93' | 44.65' | N.42°18'54"E. |
| 18 | 192.50' | 29°46'28" | 100.15' | 51.23' | 99.02' | N.16°13'04"W. |
| 19 | 125.50' | 22°30'05" | 49.29' | 24.96' | 48.97' | N.20°12'16"W. |
| 20 | 505.50' | 09°19'32" | 82.28' | 41.23' | 82.19' | N.04°17'27"W. |
| 21 | 292.50' | 18°50'28" | 96.16' | 48.53' | 95.75' | N.09°02'59"W. |

## LINE TABLE

| Line | Bearing | Distance |
|---|---|---|
| L1 | S.20°10'47"E. | 74.84' |
| L2 | S.33°05'32"E. | 65.13' |
| L3 | S.03°49'13"E. | 111.56' |
| L4 | S.27°31'58"E. | 136.22' |
| L5 | N.01°34'58"W. | 136.22' |
| L6 | N.08°32'45"E. | 153.12' |
| L7 | S.87°12'20"E. | 105.27' |
| L8 | S.72°24'21"E. | 89.74' |
| L9 | N.70°25'47"E. | 101.84' |
| L10 | N.71°29'58"E. | 132.58' |
| L11 | N.73°20'38"E. | 82.96' |
| L12 | N.73°47'45"E. | 134.57' |
| L13 | S.18°28'09"E. | 37.85' |
| L14 | S.18°39'05"E. | 44.79' |
| L15 | S.04°48'52"E. | 72.97' |
| L16 | S.21°23'31"E. | 63.69' |
| L17 | S.07°54'34"E. | 34.74' |
| L18 | S.01°38'49"E. | 76.90' |
| L19 | N.01°38'49"W. | 62.09' |
| L20 | N.08°57'13"W. | 54.16' |
| L21 | N.00°22'19"E. | 104.69' |

## LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

## NOTES:

1.) BEARINGS SHOWN HEREON REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

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4.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
**BBLS SURVEYORS & MAPPERS INC.**
**1502-A RAIL HEAD BLVD.**
**NAPLES, FLORIDA 34110 (941) 597-1315**

11/08/00

REVISED: MISCELLANEOUS LABELS 11/08/00.

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

0076HOOD.COM

OR BK 03373 PG 2298

# State of Florida

## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SABAL PALM AT GRANDE OAK NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on February 26, 2001, as shown by the records of this office.

The document number of this corporation is N01000001330.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-sixth day of February, 2001

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

# ARTICLES OF INCORPORATION
# OF
# SABAL PALM AT GRANDE OAK NEIGHBORHOOD ASSOCIATION, INC.

**(A Florida Not-for-Profit Corporation)**

FILED
01 FEB 26 PM 1:57
SECRETARY OF STATE
TALLAHASSEE FLORIDA

THE UNDERSIGNED, in accordance with the provisions of Chapter 617, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation for the purpose of forming a nonprofit Florida corporation.

## ARTICLE I

## NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association," shall be Sabal Palm at Grande Oak Neighborhood Association, Inc. Its principal place of business shall be at 9400 Gladiolus Drive, Suite 250, Fort Myers, Florida 33908. Its registered office shall be 8889 Pelican Bay Boulevard, Suite 300, Naples, Florida 34108. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

## ARTICLE II

## PURPOSE AND POWERS

Section 1. This corporation does not contemplate pecuniary gain or profit, direct or indirect to its members, and its primary purposes are:

A. To promote the health, safety and, social welfare of the owners of all Units located within Sabal Palm at Grande Oak, a planned community located in the residential development known as Grande Oak in Lee County, Florida (the "Neighborhood");

B. In addition, the general nature of business to be conducted by the Association may also include the operation and management of the affairs and property of any condominium(s) which may be developed as part of the Neighborhood and the Declaration(s) of Condominium of which names the Association as an entity to operate and manage the affairs of such condominium(s) and to perform all acts provided in the Declaration(s) of Condominium of such additional condominium(s); and

C. To maintain all portions of the Neighborhood and improvements thereon for which the obligation to maintain and repair has been delegated to the corporation by the Declaration of Restrictions for Sabal Palm at Grande Oak Neighborhood (the "Declaration") which is to be recorded in the public records of Lee County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Neighborhood pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

A. To make and collect Assessments against Members of the Association for the purpose of defraying the charges and expenses of the Neighborhood and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Unit owners shall be used to pay: (1) the cost of repair of the Neighborhood property and other costs related thereto; (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration (all thereof, in the event that the Association undertakes no other activities); and (3) to pay all other Common Expenses as described in the Declaration. To the extent not expended in the year in which paid, Assessments shall continue to be held by the Association for the benefit of the Members to be expended for the aforesaid purposes or, upon any termination of the Declaration, the unexpended portion shall be added to the common surplus for disbursement to the Members or for maintenance reserves, at the discretion of the Board of Directors.

B. To use the proceeds of Assessments in the exercise of its powers and duties.

C. To maintain, repair, replace and operate all Neighborhood property.

D. To purchase insurance upon Neighborhood property and all properties the Association shall hold and insurance for the protection of the Association and its Members.

E. To improve the Neighborhood property further and, after casualty, to reconstruct improvements.

F. To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Units as may be provided by the Declaration and by the By-Laws of the Association.

G. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the rules and regulations for the use of the property of the Neighborhood.

H. To contract for the maintenance, repair, replacement and operation of any and all of the Neighborhood properties and to delegate to a management contractor or contractors all powers and duties of this Association.

I. To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the

Neighborhood, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

J. To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

K. To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities. Including, specifically, the right to grant easements for utilities and access to maintain such utilities to any other association, entity or individual sharing such utilities.

L. To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

M. To select depositories for the Association funds.

N. To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

O. To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

P. To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of any applicable law, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

Q. To enact and enforce rules and regulations concerning the use and enjoyment of the Units, the Common Areas and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Owners).

R. To own and convey real and personal property.

S. To sue and be sued.

T. To operate and maintain the Common Areas, including the surface water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

U. All powers of the Association conferred by the Declaration and By-Laws are incorporated into these Articles by reference.

Section 3. Any officer or director individually, or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed, or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with any applicable law:

A. In anticipation of or during any emergency defined in Section E below, the Board of Directors of the Association may:

(1) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and

(2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

B. During any emergency defined in Section E below:

(1) Notice of a meeting of the Board of Directors need to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;

(2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and

(3) The director or directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association:

(1) Binds the Association; and

(2) May not be used to impose liability on a director, officer, employee or agent of the Association.

D. An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.

E. An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

## ARTICLE III

## QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscriber constitutes the sole member of this Association until the recording of the Declaration naming this Association as the association thereunder. At such time as the purchase price is paid and the deed to a Unit is issued, the Owner thereof shall become a member. In addition, all persons owning a vested present interest in the fee title to any unit of any condominium(s) within the Neighborhood, as evidenced by a duly recorded proper instrument in the public records of Lee County, Florida, shall be a Member of the Association and his or her respective membership shall automatically terminate as their vested interest in the fee title terminates.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights as a member. A Unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration. The membership of any Unit owner shall terminate upon the termination of the Declaration, or upon transfer of his ownership in the Unit, provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Unit, subject to a lien thereon for all undischarged Assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

## ARTICLE IV

## TERM OF EXISTENCE

The Association shall have perpetual existence.

## ARTICLE V

## NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

C. Perry Peeples — 8889 Pelican Bay Blvd., Suite 300, Naples, Florida 34108

## ARTICLE VI

## OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers, as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

| | | |
|---|---|---|
| Dorothy Bevington | President | 9400 Gladiolus Drive, Suite 250<br>Fort Myers, Florida 33908 |
| Vince Gullo | Vice President | 9400 Gladiolus Drive, Suite 250<br>Fort Myers, Florida 33908 |
| David Knizner | Secretary/Treasurer | 9400 Gladiolus Drive, Suite 250<br>Fort Myers, Florida 33908 |

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

## ARTICLE VII

## BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons, provided, at all times there may only be an odd number of Directors on the Board.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

| | | |
|---|---|---|
| Dorothy Bevington | 9400 Gladiolus Drive, Suite 250<br>Fort Myers, Florida 33908 | 1 year |
| Vince Gullo | 9400 Gladiolus Drive, Suite 250<br>Fort Myers, Florida 33908 | 1 year |
| David Knizner | 9400 Gladiolus Drive, Suite 250<br>Fort Myers, Florida 33908 | 1 year |

Section 3. Election of Directors shall be held at the annual Members meeting, except as provided hereunto to the contrary. At the expiration of the term of each initial director, his

successor shall be elected by the Members of the Association to serve for a term of one (1) year, subject to Section 7 below. A director shall hold office until his successor has been elected and qualified.

Section 4. Nominations for directors and additional directorships created at the meeting shall be made from the floor. The election shall be by written ballot or voting machine (unless dispensed with by majority consent of the Units represented at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 5. Directors may be removed with or without cause and replaced as follows:

A. Except as to vacancies resulting from removal of directors by Members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Declarant pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Declarant without the necessity of any meeting.

B. Any director elected by the Members (other than the Declarant) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (3) below.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (3) below.

(3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division of Florida Land Sales, Condominiums and Mobile Homes a petition for arbitration pursuant to the procedures set forth in the By-Laws. For purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(4) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, not withstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.

(5) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

C. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Declarant of the Neighborhood, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and the Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

D. If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within the jurisdiction where the Neighborhood lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Neighborhood Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with the By-Laws. If, during such time, the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the By-Laws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association Members. Any Association Member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Neighborhood property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Members and posted conspicuously on the Neighborhood property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the fourteen (14)-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the Board shall by duly adopted rule designate a specific location on the Neighborhood property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular Assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such Assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in Article VII or otherwise, the Board of Directors shall consist of three directors during the period that the Declarant is entitled to appoint a majority of the directors, as hereinafter provided. The Declarant shall have the right to appoint all of the members of the Board of Directors until Owners other than the Declarant have the right to elect a majority of the Board pursuant to Chapter 617 of the Florida Statutes.

The Declarant can turn over control of the Association to Owners other than the Declarant prior to such time in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of the Declarant's decision to cause its appointees to resign is given to the Unit Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations, even if Owners other than the Declarant refuse or fail to assume control.

## ARTICLE VIII

## INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from

willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

## ARTICLE IX

## BY-LAWS

The By-Laws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the Members, except that any such change of the By-Laws shall not affect the rights or interests of the Declarant, or its successors or assigns, without the written consent of the Declarant. Amendment of the By-Laws shall also be subject to the written consent of mortgagees of the Neighborhood property or Units in accordance with the provisions of the Declaration. The manner of altering, modifying, amending or rescinding the By-Laws shall be provided for in the By-Laws.

## ARTICLE X

## AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be made by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. For any amendment made after turnover of control of the Association to Unit Owners other than the Declarant, a majority vote of the voting interests cast at a duly called meeting shall also be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all Members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Neighborhood property or upon property held by the Association in accordance with the provisions of the Declaration. No amendment shall be made that is in conflict with any applicable law or the Declaration, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant under these Articles, the By-Laws or the Declaration.

## ARTICLE XI

## VOTING

Section 1. Each Unit shall be entitled to one vote at the Association meetings, notwithstanding that the same Owner may own more than one Unit or that Units may be joined together and occupied by one (1) Owner. In the event of a joint ownership of a Unit, the vote to which that Unit is entitled may be exercised by one of such joint Owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Neighborhood; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy as specifically provided herein or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Declarant or its successors or assigns. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend these Articles of Incorporation or the By-Laws of the Association; and for any other matter for which any applicable law requires or permits a vote of the Unit owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

## ARTICLE XII

## ADDITIONAL PROVISIONS

Section 1. No officer, director or Member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Unless otherwise defined, terms used herein shall have the same meaning as set forth in the Declaration of Restrictions for Sabal Palm at Grande Oak Neighborhood Association, Inc.

## ARTICLE XIII

## SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these articles or of the By-Laws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

## ARTICLE XIV

## SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

## ARTICLE XV

## APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, C. Perry Peeples, whose address is 8889 Pelican Bay Boulevard, Suite 300, Naples, Florida 34108, is appointed registered agent for service of process upon the Association.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 22 day of February, 2001.

C. PERRY PEEPLES

STATE OF FLORIDA

COUNTY OF Collier

The foregoing was acknowledged before me this 22nd day of Feb., 2001, by C. Perry Peeples, who is personally known to me.

(Seal)

Notary Public
Printed Name: JEAN NORTON FLEURY
My Commission Expires: _____

Jean Norton Fleury
MY COMMISSION # CC658240 EXPIRES
October 24, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

## ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon Sabal Palm at Grande Oak Neighborhood Association, Inc., at the place designated in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.

C. PERRY PEEPLES

Dated: 2/22/01

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

# BY-LAWS

# OF

# SABAL PALM AT GRANDE OAK NEIGHBORHOOD ASSOCIATION, INC.

## (A Corporation Not-for-Profit)

## ARTICLE I

## GENERAL

Section 1. The address and term of existence of SABAL PALM AT GRANDE OAK NEIGHBORHOOD ASSOCIATION, INC. (the "Association") shall be as set forth in the Articles of Incorporation.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

Section 4. Unless otherwise defined, terms used herein shall have the same meaning as set forth in the Declaration of Restrictions for Sabal Palm at Grande Oak Neighborhood.

## ARTICLE II

## MEETINGS

Section 1. All annual and special meetings of the Association shall be held in Lee County, Florida, or at such other place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the Members of the Association shall be held upon a date appointed by the Board of Directors, which shall fall between the 1st day of October and the 31st day of December of each and every calendar year subsequent to incorporation. The meetings shall be held at such time as the Directors shall appoint from time to time. Notice of the meeting, which shall include an agenda, shall be sent by mail or delivered to each Member at least fourteen (14) days prior to the annual meeting. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting at least fourteen (14) continuous days prior thereto on the property of Sabal Palm at Grande Oak (the "Neighborhood") at a specific location designated by a rule duly adopted by the Board of Directors upon which shall be posted notice of all meetings of Members of the Association. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official

records of the Association affirming that the notice was mailed to each member at the address last furnished to the Association.

Section 3. Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration, may be called by the President or upon written application to the Board of Directors of seventy-five percent (75%) of the Members or by a majority of the Directors. A special meeting of the Members to recall a member or members of the Board of Directors may be called upon written application to the Board of Directors by ten percent (10%) of the Members. Such special meeting of the Members shall be set within thirty (30) days after such written application upon not less than ten (10) days' written notice to each of the members. In addition to such written notice, the secretary shall conspicuously post continuous notice of the special meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above.

Section 4. The Board of Directors shall mail or hand deliver to each Owner at the address last furnished to the Association a meeting notice and copies of the agenda and the proposed annual budget of common expenses to the members at least fourteen (14) days prior to the meeting of the Unit Owners or the Board of Administration at which the budget will be considered. Evidence of compliance with this fourteen (14) day notice requirements must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting, and filed among the official records of the Association. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least fourteen (14) days prior thereto at the specific location as provided in Section 2 above. The meeting to consider the budget must be open to the Members. The budget may be adopted by the Board of Directors.

Section 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice.

Section 6. Persons entitled to at least a majority of the voting interests shall constitute a quorum but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

Section 7. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy as provided in Article XII, Section 2, of the Articles of Incorporation or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in

which case the vote prescribed by the Declaration, the Articles of Incorporation, these By-Laws or any applicable law shall control.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the Members with the notice of each meeting.

Section 9. Members shall have a right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation.

Section 10. Any Member may tape record or videotape a meeting of the Members subject to reasonable rules.

Section 11. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consents, setting forth the action to be taken, are signed by members entitled to vote having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the members entitled to vote, whichever is greater. Upon receiving the required number of written consents, the Board of Directors shall take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action to all members who have not consented in writing.

## ARTICLE III

## BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members and at the same place.

Section 3. Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the directors, and special meetings may be called by the president or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each director by telefax or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings in which event no notice need be sent to the Directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the Members, who shall be given conspicuously posted continuous notice forty-eight (48) hours in advance thereof except in an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special Assessments or at which an amendment to the rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to members and conspicuously posted on the condominium property as provided in Article II, Section 2, above not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen

(14)-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association.

Section 4. At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each director present shall be recorded in the minutes.

Section 5. The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each member of the Board of Directors by the President.

Section 6. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration, these By-Laws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the Members.

Section 7. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall not be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing so included in another Association mailing or delivery including regularly published newsletters, to each member a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda set forth in Article II, Section II hereof, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote thereon, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting as set forth in Article II, Section 2. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

## ARTICLE IV

## OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He shall have the general powers and duties usually vested in the office of president, including but not limited to, the power to appoint committees from among the members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. The Secretary shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and committees, and such other duties as may be prescribed by the By-Laws or by the Board of Directors or the President. He shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the Members and Directors at all reasonable times.

Section 4. The Vice President or Vice Presidents shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice President, the Board of Directors may prescribe the order in which the Vice Presidents shall assume control in the absence of the president.

Section 5. The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President, shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his transactions as treasurer of the financial condition of the Association. He shall, in addition,

keep all books and records of account as may be required under any applicable law. The accounting records of the Association shall be available for inspection by the members at all reasonable times, and a summary thereof shall be provided to each members along with the notice of the annual meeting required in Article II, Section 2, hereof.

## ARTICLE V

## MANNER OF COLLECTING FROM THE UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES

Section 1. The Association shall collect from the Members their respective shares of the Common Expenses in accordance with the procedure prescribed in the Declaration. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefor from time to time, all in accordance with the terms of the Declaration.

Section 2. Regular assessments shall be paid by the members on a quarterly basis, unless the membership shall approve a different period of payment, but in no event shall such payment be less frequent than quarterly.

Section 3. When the Board of Directors has determined the amount of any Assessment, the Secretary shall transmit a statement of such Assessment to each Member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

Section 4. Regular and special Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the Assessment of each Member of his proportionate share of any deficiency. Notice of all changes in the Assessments shall be given to all Members. Assessments are due on the dates stated in the Notice of Assessment, and thereafter may bear interest to the rate established by the Board of Directors that shall not exceed the highest, lawfully permissible rate.

Section 5. In the event an Assessment is not paid within the time permitted therefore in the Declaration, and these By-Laws the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration, and these By-Laws. Each Member shall be individually responsible for the payment of the Assessments against his Unit, due during his ownership and for the payment of attorney's fees and cost incurred by the Association and the collection of sums due and the enforcement of any lien held by the Association respect therefore.

## ARTICLE VI

## AUTHORITY OF DIRECTORS

Section 1. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the Association, and restrictions upon and requirements respecting the use and maintenance of the units and of the Common Areas (as defined in the Declaration) as may be deemed necessary and appropriate from time to time to assure the enjoyment of all Members and to prevent unreasonable interference with the use of the units and the Common Areas, as shall not be inconsistent with any applicable law, the Declaration, the Articles of Incorporation, and these By-Laws. A copy of such regulations shall be furnished to each Member and subsequent purchasers of plots upon request.

Section 2. In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Association or the Articles of Incorporation or of any law, the Association, shall have all rights and remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive relief, the right to charge any offending Member a fine, provided that no such fine shall exceed $50.00, after following the procedures described below and, in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration. In every such proceeding, the Member at fault shall be liable for court costs and the Association's attorney's fees. If the Association elects to enforce its lien for foreclosure, the Member may be required to pay a reasonable rent for his Unit during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In the prosecution of any violation (except for the non-payment of an assessment of the provisions of the Declaration these By-Laws, the Rules and Regulations of the Association or the Articles of Incorporation), the Association shall give the offending Member written notice of the violation and an opportunity for hearing which shall not occur earlier than fifteen (15) days from the sending of the notice of violation. The hearing must be held before a committee of at least three (3) Owners appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The committee must agree by a majority decision to impose the fine. The notice of violation shall include the following:

A. A statement of the date, time and place of the hearing;

B. A statement of the provisions of the Declaration, the By-Laws, the Rules and Regulations of the Association or the Articles of Incorporation which have been violated; and

C. A short and plain statement of the matters asserted by the Association.

The party against whom the charge is sought to be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and

shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

## ARTICLE VII

## ANNUAL BUDGET

Section 1. The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

Section 2. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

Section 3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the Owners. These accounts shall include roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance.

Section 4. If the Association operates and manages one or more condominiums, a separate budget shall be adopted for each such condominium, along with a separate budget for the Association and expenses specific to a separate condominium, such as maintenance, repair, replacement of the Common Elements of said condominium of that separate condominium or shall be provided for in the budget of the specific condominium, rather than the separate budget of the Association, unless the condominiums are consolidated for financial purposes pursuant to Chapter 718, Florida Statutes.

## ARTICLE VIII

## SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these By-Laws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

## ARTICLE IX

## AMENDMENT

Amendments to these By-Laws shall be made by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. For any amendment made after turnover of control of the Association to Unit Owners other than the Declarant, a majority of the voting interest of those Members present and voting cast at a duly called meeting shall also be necessary to amend the By-Laws.

## ARTICLE X

## ARBITRATION

Any matter of controversy or dispute arising from the operation of the Association between or among the Declarant, members, the Association and their agents and assigns, may be settled by mandatory non-binding arbitration in accordance with the rules provided therefor by the American Arbitration Association and the laws of the State of Florida.

## ARTICLE XI

## DECLARANT'S RIGHTS

Section 1. As long as the Declarant holds one or more Units as defined in the Declaration for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarant:

A. Any amendment to the Association documents which, in the opinion of the Declarant, would adversely affect the rights of the Declarant, its successors or assigns.

B. Any action by the Association that would be detrimental to the sale of Units by the Declarant. However, an increase in Assessments or Common Expenses shall not be deemed to be detrimental to the sale of Units.



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