INSTR # 2011000094856, Doc Type RES, Pages 41, Recorded 04/21/2011 at 10:56 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $350.00 Deputy Clerk CDOUGLAS

Prepared by:
Susan M. McLaughlin, Esq.
CONDO & HOA LAW GROUP, PLLC
2030 McGregor Boulevard
Fort Myers, FL 33901
239-333-2992

CERTIFICATE OF AMENDMENT FOR
SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

THE UNDERSIGNED, being the President and Secretary of SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amended and Restated Declaration, originally recorded in the Public Records of Lee County, Florida, in Official Records Book 2509, at Page 3708, *et seq.*, and the attached Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws of Southbridge Landing Property Owners Association, Inc., were duly approved, adopted, and enacted by the affirmative vote of the proper percentage of the voting interests in the Association at a Special Members Meeting called for that purpose held on April 4, 2011, at which a quorum was present and for which due notice was given.

Dated this 13th day of April, 2011.

Witnesses:

Sign: Nancy Sherren
Print: Nancy Sherren

Sign: Nancy Page
Print: Nancy Page

SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

Sign: Marilyn O'Keefe
Print: Marilyn O'Keefe
Title: **President**

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of April, 2011, by Marilyn O'Keefe, as **President** of **Southbridge Landing Property Owners Association, Inc.**, who (check one):
✓ is personally known to me.
_____ produced _____ as identification.

(NOTARY SEAL/STAMP)

CYNTHIA REUTER-ZINGRAFF
MY COMMISSION # DD689698
EXPIRES: June 27, 2011
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

NOTARY PUBLIC:
Sign: Cynthia Reuter-Zingraff
Print: Cynthia Reuter-Zingraff

Certificate of Amendment (continued)

Witnesses:

Sign: Nancy Sherren
Print: Nancy Sherren

Sign: Nancy Page
Print: Nancy Page

SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

Sign: Aline Lariviere
Print: ALINE LARIVIERE
Title: **Secretary**

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of April, 2011, by Aline LaRiviere, as **Secretary** of **Southbridge Landing Property Owners Association, Inc.**, who (check one):

✓ is personally known to me.
_____ produced _____ as identification.

(NOTARY SEAL/STAMP)

CYNTHIA REUTER-ZINGRAFF
MY COMMISSION # DD689698
EXPIRES: June 27, 2011
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

NOTARY PUBLIC:
Sign: Cynthia Reuter-Zingraff
Print: Cynthia Reuter-Zingraff

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION. FOR PRESENT TEXT SEE EXISTING DECLARATION.

AMENDED AND RESTATED DECLARATION

OF

SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

The original Declaration, was recorded in Official Records Book 2509, at Page 3708, of the Public Records of Lee County, Florida.

1. This Amended and Restated Declaration is made by Southbridge Landing Property Owners Association, Inc., a Florida Corporation, not-for-profit, (hereinafter the "Association" or "POA"). The land subject to this Declaration and the improvements located thereon have already been submitted to the jurisdiction of the Association and the Declaration. No additional property is being submitted to by this Amended and Restated Declaration or deleted by it. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of the condominium parcels. The acquisition of title to a unit or any other interest in the condominium properties, or the lease, occupancy, or use of any portion of a unit or the condominium properties, constitutes an acceptance and ratification of all provisions of this Declaration, as amended from time to time, and an agreement to be bound by its terms. All members of the Southbridge Landing Property Owners Association, Inc., are owners of condominium units and there is no real property or other persons who may be added or become members that are not owners of condominium units and therefore the Association is considered a multi-condominium association pursuant to Chapter 718, Florida Statutes and will operate as such.

2. NAME AND ADDRESS: The name of this Association is Southbridge Landing Property Owners Association, Inc., and its principal address is the office of the Registered Agent as listed in the Florida Department of State Division of Corporations web-site.

3. DESCRIPTION OF PROPERTY: The land and improvements thereon submitted to the original Declaration as amended, (hereinafter "the land") and as described in Exhibit "A" attached hereto and incorporated herein by reference.

4. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (the "Condominium Act") in effect as of the date this Declaration is recorded in the Public Records, unless the context or the law otherwise requires.

4.1 "Assessments" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

4.2 "Association and POA" means Southbridge Landing Property Owners Association, Inc., a Florida Corporation, not-for-profit, the entity responsible for the operation of the condominiums and POA common elements.

4.3 "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.4 "Board of Directors" or "Board" means the representative body that is responsible for the administration of the Association's affairs, and is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration."

4.5 "Charge" or "Fee" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a unit owner, other than assessments for common expenses. Said obligation may arise by oral or written contract, by law or equity, or may be created by the governing documents or the condominium documents.

4.6 "Condominiums" means the eight (8) condominiums subject to this Declaration more particularly described as:

Southbridge Condominium No. 1, O.R. Book 3049, Pg. 2374, Public Records Lee Co. FL.
Southbridge Condominium No. 2 O.R. Book 2857, Pg. 1428, Public Records Lee Co. FL.
Southbridge Condominium No. 3 O.R. Book 2586, Pg. 38, Public Records Lee Co. FL.
Southbridge Condominium No. 4 O.R. Book 2828, Pg. 2547, Public Records Lee Co. FL.
Southbridge Condominium No. 5 O.R. Book 2554, Pg. 603, Public Records Lee Co. FL.
Southbridge Condominium No. 6 O.R. Book 2509, Pg. 3632, Public Records Lee Co. FL.
Southbridge Condominium No. 7 O.R. Book 2868, Pg. 2166, Public Records Lee Co. FL.
Southbridge Condominium No. 8. O.R. Book 2521, Pg. 3582, Public Records Lee Co. FL.

4.7 "Governing Documents" means and includes this Declaration, Articles, Bylaws, Rules and Regulations and all recorded exhibits hereto, as amended from time to time. The POA governing documents are superior to and in case of conflict control over the individual declarations of condominium for the eight condominiums.

4.8 "Family" or "Single Family" shall refer to any one of the following:

(A) One natural person.

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

(C) Two or more natural persons who commonly reside together as a single housekeeping unit.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

4.9 "Guest" means any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.10 "Lease" means the grant by a unit owner of a temporary right to the exclusive use of the owner's unit with or without consideration.

4.11 "Master Association" and "Master Declaration" shall mean and refer to the Pelican Landing Community Association, Inc., and the Master Declaration shall mean and refer to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing, recorded in O.R. Book 2198, Page 1873, Public Records of Lee County, Florida, as amended. The Voting Member in for the Master Association shall be the President of the Association or his or her designee.

4.12 "Occupy" when used in connection with a unit, means the act of staying overnight in a unit. "Occupant" is a person who occupies a unit.

4.13 "POA Common Elements" means all real property subject to this Declaration less and except the common elements of the condominiums and the units.

4.14 "Primary Occupant" means a natural person approved for occupancy of a unit when title to the unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity that is not a natural person.

4.15 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors and governing the use, occupancy, alteration, maintenance, transfer, and appearance of units, common elements, and limited common elements, subject to any limits set forth in the governing documents.

4.16 "Utility" means electric, gas, and water only, and does not include cable television, internet, alarm, wireless, recreational facilities, or any other services or amenities.

4.17 "Voting Interest" means and refers to the arrangement established in the governing documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are one hundred sixty-six (166) units, so the total number of voting interests is one hundred sixty-six (166) votes.

5. DESCRIPTION OF IMPROVEMENTS – SURVEY AND PLANS:

5.1 Survey and Plot Plans. Exhibit "B" to the Declarations of Condominium recorded in the Public Records of Lee County, Florida, and incorporated herein by reference only, are a survey of the land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations, and approximate dimensions, and the common elements and limited common elements.

6. CONDOMINIUM PARCELS – APPURTENANCES AND USE:

6.1 Shares of Ownership. The owner of each unit shall also own an undivided share in the POA common elements and the common surplus.

6.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the POA property, including, without limitation, the following:

(A) An undivided ownership share in the land and other POA common elements and the common surplus.

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association.

(C) Other appurtenances as may be provided in this Declaration

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the POA common elements in accordance with the purposes for which they are intended, but no use of the unit or the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property.

7. POA COMMON ELEMENTS – EASEMENTS:

7.1 Definition. The term "POA common elements" means all of the property submitted to this Declaration that is not part of the common elements of one of the Condominiums or part of a Unit. The POA common elements include, without limitation, the following:

(A) The land.

(B) All improvements on the land.

(C) Easements through any Condominiums for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to the POA common elements.

(D) Ingress and Egress. A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees, and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the POA common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.2 Restraint Upon Separation and Partition. The undivided share of ownership in the POAS common elements and common surplus appurtenant to a unit cannot be conveyed or separately described. As long as the POA exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged, or transferred except as an appurtenance to the units.

8. Working Capital Contribution. The purchaser of each Unit, at the time of closing the conveyance from seller to purchaser, shall pay to the Association a working capital contribution. The amount of the working capital contribution shall be as determined by the Board of Directors of the Association but shall in no event be greater than the amount of the regular annual quarterly assessment for the current calendar quarter in which the closing occurs. The funds derived from the working capital contribution shall be used at the sole discretion of the Board of Directors as needed to meet necessary and proper Association expenses. The working capital contribution, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the purchaser of the Unit and shall also be a charge against the Unit secured by a continuing lien upon the Unit. Said lien may be foreclosed in the same manner as provided herein for an assessment lien. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and

beneficial ownership by means of an agreement for deed. The foregoing notwithstanding the term "conveyance" does not refer to a transfer of title to the holder of a first mortgage resulting from a foreclosure sale or deed in lieu of foreclosure, a transfer to a devisee as the result of a death of the transferee, nor to a transfer of title to the transferor's spouse, or living trust without changing occupancy, solely for estate planning or tax reasons.

9. ASSOCIATION: The operation of the condominiums and POA common elements is by Southbridge Landing Property Owners Association, Inc., a Florida corporation, not-for-profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 Bylaws. A copy of the Amended Restated Bylaws is attached as Exhibit "D".

9.3 Delegation of Management. The Association may contract for the management and maintenance of the condominium properties or employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its Officers, however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act, the POA governing documents or the condominium declarations, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The Officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act, the POA governing documents and the condominium declarations. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and Association property. The Association may impose fees for the use of the POA common elements or Association property. The Association has the power to enter into agreements to acquire leaseholds, memberships, and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the condominiums, for the use and enjoyment of the unit owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the units.

9.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representative at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase one or more units in the condominiums, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors without the need for authorization by the unit owners.

9.9 Acquisition of Other Property. The Association has the power to acquire property, both real and personal. The power to acquire property shall be exercised by the Board of Directors.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal, or mixed, may be mortgaged, leased, or otherwise encumbered by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the unit owners. Any real property owned by the Association may be conveyed by the Board of Directors but, except as provided in Section 9.8 above, only after approval by at least a majority of the total voting interests in the Association. The Board of Directors shall have the authority to convey personal property without the need for authorization by the unit owners.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, non-recurring, or un-budgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments and charges shall be levied and payment enforced as provided in the Bylaws, and as follows:

10.1 POA Common Expenses. POA Common expenses include the expenses of operation, maintenance, repair, replacement, or insurance of the POA common elements and Association property, the expenses of operating the Association, and any other expenses properly incurred by the Association on behalf of all of the condominiums, including amounts budgeted for the purpose of funding reserve accounts for POA reserve items. The cost of water and sewer service to the units shall be a common expense. If the Association contracts for pest control within units or telecommunications (TV, telephone and/or internet) services in bulk for the all of the condominiums, the cost of such services shall be a common expense, unless otherwise provided by the Condominium Act. POA common expenses are separate and distinct from the common expense attributable to the individual condominiums as provided for in the individual declarations of condominium for the eight (8) condominiums.

10.2 Share of POA Common Expenses. The owner of each unit shall be liable for a share of the POA common expenses equal to his share of ownership of the POA common elements and the common surplus.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign, or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus.

10.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was

acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Whenever title to a condominium parcel is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any POA common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the POA common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the POA common expenses unless all unit owners are likewise proportionately excused from payment.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessments shall be deemed paid when received by the Association. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Regardless of any restrictive endorsement on or accompanying a payment, all payments made by or on behalf of a unit owner shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit becomes past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date as determined by the Board of Directors. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance and attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postage paid. The notice may be given as part of the notice of intent to lien or intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during, or after a lien foreclosure lawsuit. The lien is effective from and shall relate back to the recording of the original Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records unless the lien is recorded before the first mortgage and in such cases the lien shall be superior. The Claim of Lien must state the description of the condominium parcel, the name of the record owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and

inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11 Lien for Charges. There is hereby created a common law and contractual lien to secure payment of any charge for any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for common expenses. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or reinstall unit owner installed alterations or perform unit owner maintenance responsibilities, or address emergency situations on behalf of a unit owner, such as water extraction from a unit. The lien for charges shall be of equal priority to a common expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs.

10.12 Certificate as to Assessments. Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium have been paid.

11. MAINTENANCE – LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair, and replacement of the condominium property, and restrictions on its alteration and improvement, shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair, and replacement of all POA common elements and Association property. The cost is a common expense. The Association is also responsible for the maintenance, repair and replacement of the Condominium properties as provided in the Declarations therefore and the law.

11.2 Alterations and Additions to POA Common Elements and Association Property by the Association. The Association may make material alteration or substantial additions to the POA common elements or the real property owned by the Association, including color selections and other changes, as long as the cost is not more than 5% of the total POA annual budget including reserves in any one fiscal year without prior approval of the unit owners. Material alterations or substantial additions costing more than that amount shall be approved by at least a majority of the voting interests present and voting in person or by proxy at a meeting called for that purpose. Work that is reasonably necessary to protect, maintain, repair, replace, or insure the POA common elements or Association property or to comply with any local, state, or federal law or regulation shall not be considered a material alteration or substantial addition to the common elements, and no prior unit owner approval is required.

11.3 Negligence – Damage to POA Common Elements or Association Property. The owner of each unit shall be liable for the expenses of any maintenance, repair, or replacement of POA common elements or Association personal property made necessary by his act or negligence, or by that of any member of his family, or his guests, employees, agents, or tenants.

11.4 Maintenance and Repair of Units. In addition to all maintenance, repair and replacement obligations contained in the individual Declarations the following shall apply. All maintenance, repairs and replacements of, in or to any unit and limited common elements appurtenant thereto, whether structural or non-structural, ordinary or extraordinary, including, without limitations, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the unit or the limited common elements or belonging to the unit owner, shall be performed by the owner of such unit at the unit owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be made in accordance with the original plans and specifications therefore or as otherwise directed by the Association. Additionally, each unit owner shall pay all charges for utility services metered directly to his unit. Unit Owner shall also be responsible for the maintenance, repair and replacement of the locks on the doors to the Unit, changing light bulbs, entry screen enclosures, screen doors, garage door maintenance. Each unit has a lanai abutting it for the exclusive use of the unit owner owning such unit. The unit owner shall be responsible for maintenance and care of the lanai, including, without limitation, all wiring, electric outlets, lighting fixtures and screening.

11.5 Alterations of the Units and Limited Common Elements. The owners shall not make any alterations or additions to units or any appurtenance to the unit, including but not limited to enclosing the lanai without the prior written consent of the Management Firm, the Association and Master Association Design & Review Committee.

12. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions:

12.1 Units; Maximum Occupancy. Each unit shall be occupied by only one family, its servants and guests, as a residence and for no other purpose. The maximum occupancy of a two (2) bedroom unit is six (6) persons, and the maximum occupancy of a three (3) bedroom unit is eight (8) persons. The term "bedroom" as used herein shall be any room originally designated as such the original plot and plan. No business or commercial activity shall be conducted in or from any unit. The use of a unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business, or professional records in his unit, or from handling his personal, business, or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incidental to residential use.

12.2 Pets. The keeping of pets is a privilege not a right. The keeping of pets must conform to the rules and regulations of the Master Association. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the unit. Rottweiler and Pit Bulls are specifically prohibited. Each unit shall be allowed a maximum of 2 pets, not to exceed 60 lbs. in combined total weight when full grown. Pets shall be kept within a unit and not be permitted on any portion of the property except when adequately secured and restrained by a leash. All persons bringing a pet onto the property shall be responsible for immediately removing any solid waste of such pet. The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public walks, recreation areas or private property or any other place where such excreta deposits may create a nuisance injurious to public health as defined in Florida State Chapter 386. No guests or invitees of an owner are permitted to bring animals of any kind on the property. No animals shall be allowed to commit a nuisance in any portion of the condominium property.

In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance, a danger to health, safety and welfare or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet and the pet shall be removed from the property. Any unit owner or other resident who keeps or maintains a pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each unit owner free and harmless from any loss, claim, or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the unit.

12.3 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.4 Signs. Signs are only permitted in conformance with the Master Association governing documents.

12.5 Use of POA Common Elements. POA common elements shall not be obstructed, littered, defaced, or misused in any manner.

12.6 Parking; Prohibited Vehicles. Parking on the properties of Southbridge Landing Property Owners Association shall be restricted to private automobiles and passenger-type vans. Vehicles shall be parked only in the garages or in the driveways serving the units or in the designated spaces or areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations adopted by the Board of Directors. NO on-street parking is permitted between 12 midnight and 6:00 am. NO parking on lawns or landscaped areas shall be permitted. Parking is only permitted in conformance with the Master Association governing documents. Vehicles are only permitted in conformance with the Master Association governing documents.

12.7 Towing and Booting. Any vehicle that is parked in violation of the Association's restrictions may be towed or booted whether it is on property owned by the Association, the common elements, or limited common elements appurtenant to a unit. No prior notice is required. All costs and expenses shall be borne by the owner of the vehicle. Such costs and expenses shall not be considered a fine or suspension of the right to use the common facilities and do not preclude the Association from pursuing those remedies instead of or in addition to towing or booting a vehicle. The Association is not liable for any damage to a vehicle that is towed or booted by a licensed and insured contractor. Unit owners and lessees are responsible to see that all of the occupants of their units, as well as guests, visitors, and invitees, comply with the Association's parking restrictions. Unit owners are responsible to indemnify, defend, and hold the Association harmless from all claims against the Association on account of towing or booting a vehicle, including claims against the Association asserted by any occupant of the unit as well as any guests, visitors, and invitees to a unit, excepting only if it has been judicially determined that the Association is guilty of gross negligence or a higher degree of culpability.

12.8 Barbecuing. No barbecuing is permitted on individual unit lanais. Barbecuing (with any type grill other than electric) shall be permitted ONLY in the individual unit driveways, and at a minimum of 10 feet from the building. No grilling is permitted on the common elements unless authorized by the Board. All grills must be stored away out of sight after use. When not in use all gas grill tanks must be shut off and disconnected from the grill. Storage of LP gas cylinders, whether

separate or attached to the grill is only permitted on a ground floor lanai or in a garage. Each cylinder can have a maximum capacity not to exceed 2.7 lbs (1.2 kg) and the total capacity of all cylinders stored in the garage or on the first floor lanai CANNOT exceed 5.4 lbs (2.4 kg). As such use of 20 lb gas cylinders is prohibited. Other than as provided for herein no other flammable, combustible or explosive fluids, liquids, chemicals or substances shall be kept in a unit or on the common elements.

12.9 POA and Condominium Common Element Landscaping. No sod, topsoil, trees, shrubbery or other plants shall be removed, added or altered by a unit owner without prior written Board approval

13. OCCUPANCY IN THE ABSENCE OF THE OWNER AND LEASING OF THE UNITS:

13.1 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are not occupying the unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases, except that the owner may permit his home to be occupied without compliance with the provision pertaining to leasing under the following circumstances and limitations:

(A) Any person who is the grandparent, parent, or child of the owner or the owner's spouse, if any, may occupy the unit in the absence of the owner without limitation as to the number of occasions or length of stays.

(B) All overnight guests who are not accompanied by owners must be registered with the Association office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management. The owner shall submit the names of all house guests and the lengths of their stays in writing to the management office in advance.

(C) Upon prior written application by the owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the Board's discretion for the sole purpose of avoiding undue hardship or inequity.

13.2 Leasing of the Units. The following restrictions shall apply to the leasing of the units in the community:

(A) All leases must be in writing, even if no rent or other consideration is involved. All leases and occupants under the lease must be approved in writing by the Association.

(B) No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) continuous days. No new lease may begin until at least thirty (30) days have elapsed since the first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board of Directors may, in its discretion, approve the same lease from year to year.

(C) An owner may lease only his entire unit and no room rental or sub-leasing or assignment of lease rights by the lessee or unit owner is allowed.

(D) The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc.

(E) The Association may file suit to evict any tenants in its own name and without consent of the owner in the event that any lessee violates the provisions of the governing documents or the rules or regulations of the Association. In such cases, the owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the lawsuit.

(F) Any owner who is in arrears on the obligation to pay regular or special maintenance assessments or other financial obligation is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the lessee shall make payment of all or such portion of the future rents that the Association specifies for so long as the Association specifies. The Association shall apply the rent to the owner's unpaid account in accordance with the priority established under Section 718.116, Florida Statutes.

(G) Owners shall provide the Association with a copy of the proposed lease and fully completed application for approval of the lease not less than twenty (20) days prior to the proposed occupancy.

(H) The Association may determine the form of the application for approval of leases, prescribe a form of lease to be used by the owners, and may conduct interviews and background checks on all proposed occupants.

(I) Lessees must include identification of all of the lessee's family members who will be occupying the unit during the term of the lease.

(J) The Association may charge an application fee and collect a security deposit in the maximum amount allowed by law.

(K) A proposed lease may only be disapproved for good cause. Appropriate good cause grounds for disapproval shall include, but not be limited to, the following:

(1) The owner is delinquent in the payment of assessments at the time the application is considered.

(2) The owner has a history of leasing the unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his unit.

(3) The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.

(4) The application on its face indicates that the prospective lessee or any proposed occupants intends to act in a manner inconsistent with the restrictions

applicable to the property.

(5) The prospective lessee or any proposed occupants have been convicted of a crime involving violence to persons or property, or are registered as a sexual predator and/or offender, or a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude.

(6) The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.

(7) The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility.

(8) The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.

(9) The prospective lessee or any proposed occupants have given false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

(10) The owner fails to give proper notice to the Association of the intention to lease the unit.

13.3. Unapproved Leases. Any lease of a unit that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent for such eviction from the owner.

13.4 Additional Restrictions Use and Occupancy During Lease Term.

(A) If the lessee(s) and all of the family members who are approved to reside in the leased unit are all absent then, no other person may occupy a leased unit.

(B) Lessees may not have pets in the leased unit.

(C) The Association may also impose additional conditions on lease approval and rules for lessees that are stricter than those that apply to owners, including, but not limited to, the number of vehicles that lessees and their visitors and guests may park in the community.

14. INSURANCE: In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

14.1 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the POA common elements and obtain and keep in force any or all additional insurance coverage as it deems necessary. The Association shall use its best efforts to obtain and maintain the following insurance coverage:

(A) Liability. Premises and operations liability for bodily injury and property damage,

in such limits of protection and with such coverage as are determined by the Board of Directors.

(B) Motor Vehicle. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(C) Worker's Compensation. The Association shall maintain Worker's Compensation insurance on at least a minimum premium basis even if it has no actual employees.

(D) Directors, Officers, and Committee Members' Liability (Errors and Omissions).

(E) Fidelity Bond/Insurance. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.

(F) Property/Hazard. Loss or damage by fire, extended coverage (including windstorm), flood, vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

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

14.4 Named Insured and Insurance Proceeds. The name of the insured shall be the Association and the unit owners, without naming them, and their mortgagees, as their interests shall appear and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgages in the following shares:

(A) Common Elements. Proceeds on account of damage to POA common elements shall be held in as many individual shares as there are units, the shares of each unit owner being the same as his share in the common elements.

14.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit owners in the following manner:

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. All costs of construction and repair in excess of the insurance proceeds received by the Association shall be paid by the Association as a common expense. Any insurance proceeds remaining after paying the construction and repair costs shall become common surplus of the Association.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, but the condominium is not to be terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. If the condominium is terminated, the proceeds shall be distributed according to Section 718.117(17), Florida Statutes.

14.6 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

14.7 Deductibles. The Board of Directors shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features as it deems desirable and in its business judgment in the best interest of the Association. The deductibles shall be paid by the Association as a common expense.

15. TERMINATION: The condominium may be terminated at any time as provided in and in accordance with Section 718.117, Florida Statutes. If the Plan of Termination will result in less than the full satisfaction of the mortgage liens affecting the condominium parcels, then all mortgagees must approve the Plan of Termination.

16. ENFORCEMENT:

16.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents, and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against: the Association; a unit owner; anyone who occupies or is a tenant or guest in a unit; or any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

16.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant, or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant, or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws.

16.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner, or the Association to comply with the requirements of the Condominium Act, the condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the Court.

16.4 No Election of Remedies. All rights, remedies, and privileges granted to the Association or unit owners under the law and the condominium documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

17. AMENDMENT OF DECLARATION: Amendments to this Declaration shall be proposed and adopted in the following manner:

17.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

17.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

17.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. The Board of Directors may amend the condominium documents to correct scrivener's errors or omissions, and amend and restate the condominium documents in order to consolidate into one document amendments previously adopted by the members or the Board of Directors. Amendments adopted by the Board shall occur at a duly noticed Board meeting, with adoption of the amendments set forth on the agenda.

17.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

17.5 Proviso. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain.

18. MISCELLANEOUS:

18.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase, word, or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not affect the remaining portions.

18.2 Applicable Statutes. The validity, application, and construction of this Declaration and its recorded exhibits shall be governed by the laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

18.3 Conflicts. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

18.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly

unreasonable.

18.5 Singular, Plural, and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

18.6 Headings. The heading used in the condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

19. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

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

19.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

19.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

19.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

19.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS,

EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBITS

Exhibit "A" – Description of Real Property
Exhibit "B" – Amended and Restated Articles of Incorporation
Exhibit "C" – Amended and Restated Bylaws
Exhibit "D"-- Rules

LEGAL DESCRIPTION

DESCRIPTION

ALL THAT PART OF SECTIONS 16 AND 21 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER (N. 1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF SAID SECTION 21, SOUTH 88°38'34" WEST, 84.39 FEET TO THE SOUTHEAST CORNER OF PELICAN LANDING UNIT FOUR ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 49, PAGES 1 THROUGH 4, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PELICAN LANDING UNIT FOUR, NORTH 28°28'22" EAST, 423.75 FEET TO THE NORTH LINE OF THAT DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2271, PAGE 1994 THROUGH 1988, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID NORTH LINE NORTHEASTERLY 15.92 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 24°39'40", HAVING A RADIUS OF 37.00 FEET AND SUBTENDED BY A CHORD WHICH BEARS NORTH 74°11'56" EAST, 15.80 FEET; THENCE SOUTH 42°32'48" EAST, 521.91 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 21; THENCE ALONG SAID NORTH LINE, NORTH 89°16'54" EAST, 115.36 FEET; THENCE SOUTH 00°08'49" EAST, 159.75 FEET; THENCE SOUTHEASTERLY 262.49 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THROUGH A CENTRAL ANGLE OF 45°34'31", HAVING A RADIUS OF 330.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°53'59" EAST, 255.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 214.76 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 45°34'24", HAVING A RADIUS OF 270.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°54'02" EAST, 209.14 FEET; THENCE SOUTH 00°08'50" EAST, 107.19 FEET; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY 47.14 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE NORTHWEST, THROUGH A CENTRAL 90°00'00", HAVING A RADIUS OF 30.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°53'10" WEST, 42.43 FEET; THENCE SOUTH 89°53'10" WEST, 432.16 FEET; THENCE WESTERLY AND SOUTHWESTERLY 725.14 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 51°36'41", HAVING A RADIUS OF 805.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°04'49" WEST, 700.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY 428.12 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, THROUGH A CENTRAL ANGLE OF 12°36'41", HAVING A RADIUS OF 1945.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°34'49" WEST, 427.25 FEET; THENCE SOUTH 50°53'10" WEST, 102.04 FEET; THENCE SOUTH 39°04'50" EAST, 10.00 FEET; THENCE SOUTH 50°53'10" WEST, 12.81 FEET; THENCE NORTH 11°25'36" EAST, 11.38 FEET; THENCE NORTH 12°25'56" EAST, 45.01 FEET; THENCE NORTH 11°35'52" EAST, 49.86 FEET; THENCE NORTH 10°57'01" EAST, 54.19 FEET; THENCE NORTH 09°24'06" WEST, 47.40 FEET; THENCE NORTH 21°13'42" WEST, 84.24 FEET; THENCE NORTH 00°02'00" WEST, 67.77 FEET; THENCE NORTH 41°26'55" EAST, 82.98 FEET; THENCE NORTH 25°25'22" EAST, 24.16 FEET; THENCE NORTH 20°37'54" EAST, 50.74 FEET; THENCE NORTH 09°25'33" EAST, 51.30 FEET; THENCE NORTH 16°08'18" EAST, 47.76 FEET; THENCE NORTH 07°22'23" EAST, 47.17 FEET; THENCE NORTH 04°03'21" EAST, 53.83 FEET; THENCE NORTH 07°07'49" EAST, 47.15 FEET; THENCE NORTH 11°52'45" EAST, 49.77 FEET; THENCE NORTH 26°53'23" EAST, 52.75 FEET; THENCE NORTH 05°40'41" EAST, 59.43 FEET; THENCE NORTH 17°38'40" EAST, 50.01 FEET; THENCE NORTH 34°40'38" EAST, 57.46 FEET; THENCE NORTH 37°51'17" EAST, 69.48 FEET; THENCE NORTH 42°43'27" EAST, 21.69 FEET; THENCE NORTH 37°39'55" EAST, 50.08 FEET; THENCE NORTH 29°57'56" EAST, 50.30 FEET; THENCE NORTH 21°17'49" EAST, 45.02 FEET; THENCE NORTH 12°27'57" EAST, 47.30 FEET; THENCE NORTH 00°02'55" EAST, 41.71 FEET; THENCE NORTH 11°56'02" EAST, 23.38 FEET; THENCE NORTH 12°28'30" EAST, 50.32 FEET; THENCE NORTH 11°42'47" WEST, 49.67 FEET; THENCE NORTH 01°11'36" WEST, 16.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN LEE COUNTY, FLORIDA AND CONTAINS 28.837 ACRES MORE OR LESS.

EXHIBIT "A" TO DECLARATION

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Southbridge Landing Property Owners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on January 19, 1994, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Southbridge Landing Property Owners Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Southbridge Landing Property Owners Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall be at the offices of the Registered Agent as listed in the Florida Department of State Division of Corporations web-site.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community association which, subject to the Declaration originally recorded in the Public Records of Lee County, Florida, at O.R. Book 2509 at Page 3708 et seq., and as amended, has the powers described herein. The Association shall operate as a multi-condominium association pursuant to Chapter 718, Florida Statutes and have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration

and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

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

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

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

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

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

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

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

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

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

(J) to grant, modify or move easements.

(K) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 718 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

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

ARTICLE IV

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

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total voting interests of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed amend assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

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

ARTICLE VII

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

(A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least a two-thirds (2/3rds)

of the voting interests in the Association present and voting, in person or by proxy, at a duly called meeting of the members of the Association.

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

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors. Directors must be members of the Association.

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

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

ARTICLE IX

INDEMNIFICATION.

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

reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

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

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

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

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

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

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS.
FOR PRESENT TEXT SEE EXISTING BYLAWS.

AMENDED AND RESTATED BYLAWS

OF

SOUTHBRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.

1. GENERAL. These are the Amended and Restated Bylaws of Southbridge Landing Property Owners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating condominiums as a multi-condominium association pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is at offices of the Registered Agent as listed in the Florida Department of State Division of Corporations web-site.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration of Condominium shall apply to terms used in these Bylaws. Note: Unless otherwise noted the use of the singular term Condominium is deemed to be plural and include all of the Condominiums.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record owners of legal title to the units in Southbridge Condominium No. 1, Southbridge Condominium No. 2, Southbridge Condominium No. 3, Southbridge Condominium No. 4, Southbridge Condominium No. 5, Southbridge Condominium No. 6, Southbridge Condominium No. 7, and Southbridge Condominium No. 8. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.

(B) Approval by the Board of Directors as provided for in the Declaration of Condominium.

(C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(D) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Interest. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is a corporation, partnership, trust or other entity other than a natural person, the vote of that unit shall be cast by any officer, director, partner or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting. Where specified agenda items concern only one of the multi-

condominiums, then the members holding ten percent (10%) of the voting interest of the impacted condominium shall be entitled to call a meeting and the quorum shall be one-third of the impacted condominium members.

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed or electronically transmitted to each member at the address that appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association with notice of any change of address. The notice of meeting must be mailed, electronically transmitted or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing, transmittal or delivery shall be retained in the Association records as proof of mailing. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting.

3.5 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast 1/3 of the votes of the Association unless the Board determines in its sole discretion that a vote of only the owners in one particular Condominium is required. In such cases the quorum requirement for the meeting shall be 1/3 of only the voting interests in the particular Condominium to which the vote pertains.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents. If the Board determines in its sole discretion that a vote of only the owners in one particular Condominium is required then the acts approved by a majority of the votes cast by the owners in that particular Condominium at a duly called meeting at which a quorum has been attained shall be binding upon all unit owners for all purposes in the particular Condominium to which the vote pertains.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it

names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

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

(A) Call of the roll or determination of quorum.
(B) Reading or disposal of minutes of last members meeting
(C) Reports of Officers
(D) Reports of Committees
(E) Unfinished Business
(F) New Business
(G) Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). At the annual meeting held in January of 2011 five (5) Directors were elected with the top three having a term of two years and the 4th and 5th Directors having terms of one year each thereby establishing staggered terms. At the annual meeting in 2012 the there will be an election for the two seats that initially had one year terms. All Directors elected at the 2012 annual meeting and thereafter shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Directors must be members of the Association or a spouse of a member. In the case of a unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a unit is owned by a partnership, any partner is eligible to be a Director. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners is eligible to be elected to the Board of Directors. In addition, any person designated as the "voting representative" under Section 2.2 may serve as a Director.

4.3 Nomination and Elections. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) day in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 1/2 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, voice-mail, or electronic transmission at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meeting (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding unit use will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be governed by the provisions of Section 4.8 of these Bylaws.

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

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The

vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes. Action required or permitted by Florida law or the Condominium Documents to be taken at a Board meeting may be taken without a meeting if all Directors sign written consents describing the action taken. Action taken without a meeting is effective when the last written consent is obtained, unless the written consent specifies a different effective date.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

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

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses incurred with Board approval relating to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deems necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee which advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the provisions of Section 4.8 of these Bylaws. All other committees shall not be subject to Section 4.8 of these Bylaws.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, and a Treasurer and a Secretary who may or may not also be Directors, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed

and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such insured financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall adopt a separate reserve and operating budget for each fiscal year for each Condominium and a separate reserve and operating budget for the Association. A copy of the proposed budgets and a notice stating the time, date and place of the meeting of the Board at which the budgets will be adopted shall be mailed or electronically transmitted to the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budgets shall be detailed and shall show the amounts budgeted by income and expense classifications as required for multi-condominiums. Further, the right of the unit owners to call a special meeting to enact their own budget because the adopted budget exceeds 115% of the prior years assessments, shall apply to each separate budget for each separate

Condominium and only the Unit Owners of the Condominium whose budget is being considered at the special meeting shall be allowed to vote on the separate budget for their particular Condominium.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members of the particular Condominium to which the reserves pertain subsequently determine by majority vote of those present in person or by proxy and voting at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. Votes to waive or reduce reserves for items that are not exclusive to a particular Condominium shall be by a majority vote of all members present in person or by proxy and voting at a meeting. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been submitted to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a members' meeting called for that purpose. Operating and reserve funds for each Condominium and the Association may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly assessment paid by unit owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency reserves" as defined in Rule 61B-22.001(4), Florida Administrative Code, as the same may be amended from time to time. The purpose of these contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budgets shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Written notice of any

Board meeting at which a non-emergency special assessment will be considered, must be mailed or electronically transmitted to all unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding. The premiums on such insurance or bonds shall be a common expense.

6.8 Financial Statements. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

6.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits contained in the Declaration of Condominium. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced. Rules regarding unit use shall be adopted by the Board of Directors as set forth in Section 4.8 hereof. The Rules are attached hereto as Exhibit "D".

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

8.1 Fines and Suspensions. The Board of Directors may levy reasonable fines against units and suspend use rights, including voting rights, of owners who commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees or fail to pay monetary amounts owed to the Association.

The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines and suspending use rights shall be as follows:

(A) The party against whom the fine or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing before a committee of other unit owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,

(3) A short and plain statement of the matters asserted by the Association; and,

(B) The party against whom the fine or suspension may be levied or imposed shall have a reasonable 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. The unit owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

(C) The foregoing notwithstanding, unless required by law, no hearing is required to suspend use rights for failure to pay monetary amounts owed to the Association.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" in Section 718.1255 Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests in the Association, present and voting in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. The Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

9.4. Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

10. MISCELLANEOUS.

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

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

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration and of the Articles of Incorporation shall prevail over the provisions of these Bylaws.

Exhibit "D" to Declaration

Rules and Regulations for

Southbridge Landing Property Owners Association, Inc.

1. The sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property, nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects to be stored therein.
2. The personal property of Unit Owners must be stored in their respective units.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the lanai or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind or other articles shall be shaken or hung from any of the windows, doors, lanais or other portions of the Condominium Property. No drying of laundry on a clothes rack or clothes line on the lanai or common elements.
4. No unit owner shall permit anything to fall from a window or door of the condominium property, nor sweep or throw from the condominium property any dirt or other substance into any of the lanais or upon the Common Elements.
5. Garbage and Recyclables should not be put out prior to 6 pm the day before collection. If a unit owner will be away for the above mentioned recyclable/garbage collection days they should make other arrangements for disposal of your garbage. NO garbage cans, supplies, or other articles are to be left outside of unit or on common property.
6. Employees of the Association and employees of a contracted vendor are not be sent out by unit owners for personal errands. The President, or his/her designee, shall be solely responsible for directing and supervising employees of the Association.
7. No unit owner shall make or permit any disturbing noises in his unit by himself or his family, servants, employees, agents, visitors or renters nor permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other unit owners. No unit owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents. No owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television installation may be permitted in any unit which interferes with the television or radio reception of another.
9. (a) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the condominium property, except signs used or approved by the Association. Additionally, no awning, canopy or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements. No hurricane or storm shutters shall be permanently installed on the exterior of any structure of the unit unless first approved by the Southbridge Landing Property Owners Association and the Pelican Landing Design Review Committee.

   (b) No sign, advertisement, notice, lettering or descriptive designs shall be posted, displayed, inscribed or affixed to the exterior of a unit. No "FOR SALE" or "FOR RENT" or similar signs or notices of any kind shall be displayed or placed upon any part of a unit by a unit owner.

10. The Property Management Co assigned to manage the Association or Board designated appointee shall retain a pass key to all units. If the unit owner alters any lock or installs a new lock, The Association may require the unit owner to provide it with an additional key and security code if applicable.
11. Barbecuing (with any type grill other than electric) shall be permitted ONLY in individual unit driveways, and a minimum of 10 feet from the building. No grilling is permitted on the common elements or individual unit lanais. All grills must be stored away out of sight after use. When not in use all gas grill tanks must be shut off and disconnected from the grill.
12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or on the common elements. No 20 lb gas cylinders are allowed. Two (2) 2.7 lb gas cylinder or total capacity of 5.4 lb can be stored for barbecuing.
13. A unit owner who plans to be absent during the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and furnish the Property Management Co. with the name(s) of such firm or individual. Installation of any hurricane shutters prior to leaving must conform to the rules of Southbridge and Pelican Landing. Please refer to the hurricane shutter policy.
14. Food and beverages may not be consumed outside of a unit except in designated area.
15. A unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the building except as permitted by Pelican Landing policy.
16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the condominium property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the condominium property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the condominium property.
17. The requirements from time to time of any governmental agency for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
18. No air-conditioning window units may be installed by unit owners. No unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.
19. No exterior antennae shall be permitted on the condominium property or improvements thereon provided Southbridge Landing Property Owners Association shall have the right to install and maintain community antennae and radio and television lines and other temporary communications systems.
20. No fences shall be permitted on the condominium property or any portion thereof except by the Southbridge Landing Property Owners Association or the Master Association.
21. Owners are responsible for the safety and conduct of their family members and guests.
22. Animals & Pets. Not more than two (2) commonly accepted and domesticated household pets such as dogs or cats (except those breeds which are expressly prohibited by the Association). A reasonable number of animals such as fish or birds may be kept by an owner subject to reasonable regulation by the Association and Master Association. All animals shall be contained and kept within the living unit at all times. No pets shall be left unattended in or on lanais or garages or other screened or similarly enclosed areas. No reptiles, amphibians, poultry or livestock shall be raised, bred or kept on the property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Pets must be on a leash at all times while outside of the unit. No pets are permitted under any circumstances in or on those portions of the Common Elements designated for recreational use. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right and the Board of Directors of the Association are empowered to order and enforce the removal of any animal or pet which becomes a reasonable source of annoyance to other residents of the neighborhood or in any way causes any damage to the property. Tenants shall not be permitted to keep nor have pets of any kind.

23. No unit owner shall install a screen enclosure to or upon the outside walls of the building or on the Common Elements or Limited Common Elements without the prior written consent of the Southbridge Board of Directors and Pelican Landing Design and Review Committee.
24. Swimming in the lakes is prohibited. No structure of any kind shall be constructed on the lakes except with prior approval of the Association. No water crafts shall be permitted on the lakes, except for authorized maintenance purposes.
25. Every owner and occupant shall comply with these Rules and Regulations as set forth herein, and any and all rules and regulations which from time to time may be adopted and the provisions of the Declaration and By-Laws as amended from time to time. Failure of an owner, occupant, tenant, or invitee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the use of the Recreation Area in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, licenses, invitees or employees, to comply with any covenant restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the following procedures are adhered to:
    (a) Notice: The Association shall notify the owner or occupant and if applicable, his licensee or invitee of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the owner or occupant shall be entitled to the represented by counsel (at his expense) and cross-examine any present witnesses and other testimony or evidence.
    (b) Hearing: The non-compliance shall be presented to a Committee of other unit owners (Committee) appointed by the Board of Directors, after which the Committee shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee shall be submitted to the owner or occupant by not later than twenty-one (21) days after the Committee meeting.
    (c) Penalties: The Board of Directors may impose a fine to the maximum allowed by state regulations for each non-compliance of each violation.
    (d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or levy of the penalties. However, the Board may take such other affirmative and appropriate action as may be necessary to effect collection of fines.
    (e) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors of the Association.
    (f) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, however, any penalty paid by the offending owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.
26 These Rules and Regulations shall apply to all unit owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more unit owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.