

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
EDEN AT THE STRAND

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NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. FOR PRESENT TEXT, SEE EXISTING DECLARATION AND AMENDMENTS THERETO.

AMENDED AND RESTATED

DECLARATION OF RESTRICTIVE COVENANTS

FOR

EDEN AT THE STRAND

KNOW ALL PERSONS BY THESE PRESENTS that on June 10, 1999, the original Declaration of Restrictive Covenants for Eden at The Strand was recorded in Official Record Book 2557, at Page 0577, *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety.

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

1. DEFINITIONS. The following words and terms used in this Declaration or any of the Governing Documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Assessments" means a share of the funds required for the payment of Common Expenses and individual expenses which from time to time are assessed by the Association against an Owner, including individual assessments, special assessments, and any other assessments and monetary fines and charges which are or may be levied by the Association in accordance with the Governing Documents.

1.2 "Articles" and "Bylaws" as used herein, means the Amended and Restated Articles of Incorporation and Bylaws of Eden at The Strand Homeowners' Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles and Bylaws are attached hereto as Exhibits "B" and "C", respectively.

1.3 "Association" means Eden at The Strand Homeowners' Association, Inc., a Florida not for profit corporation.

1.4 "The Club" means The Strand at Naples, LLC, a Florida limited liability company, and its successors and assigns, which owns, operates, and maintains the recreation club in The Strand known as The Club at the Strand.

1.5 "The Club at The Strand" means the recreation club in The Strand, which consists of real property and improvements, including golf courses, tennis courts, a clubhouse, a swimming pool, and other amenities that may now or in the future be operated by The Club. All Owners, as a result of their ownership of a Lot, shall automatically become a social member of The Club at The Strand as further detailed herein.

1.6 “Common Areas” means any portion of the Property which is not a Lot.

1.7 “Common Expenses” means the expenses incurred by the Association in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair, and replacement of the Common Areas (including unpaid special assessments); costs of maintaining individual Lots including mowing and landscaping, the costs of any and all commonly metered utilities and other commonly metered charges for the Common Areas; the costs of all landscaping, gardening and other services benefiting the Common Areas and all facilities thereon, including any wetland and conservation areas, upland buffer zones, and surface water management systems; the costs of fire, casualty, and liability insurance, worker’s compensation insurance, and other insurance covering the Common Areas; the costs of bonding of the members of the Association management body; taxes paid by the Association, including any property taxes for the Common Areas; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas or portions thereof; and the costs of any other expenses incurred by the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners or the Property as a whole or declared by the Governing Documents to be Common Expenses.

1.8 “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues over the Common Expenses.

1.9 “Declaration” means this Declaration, as it may be amended from time to time.

1.10 “Eden at The Strand” and “Community” shall mean and refer to all land and all improvements thereto as may be, from time to time, subject to the Master Covenants (as hereinafter defined) and, to the extent not included in the foregoing, all real property and improvements thereto owned and/or operated by the Association from time to time.

1.11 “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 and economic unit.

1.12 “Governing Documents” means and includes this Declaration, the Articles, the Bylaws, and the rules and regulations, and all recorded exhibits thereto, as they may be amended from time to time.

1.13 “Guest” means any person who is not the Owner or a lessee of a Lot or a member of the Owner’s or lessee’s family, who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration. Unless otherwise determined by the Board of Directors of the Association, a person occupying a Unit for more than one (1) month shall not be deemed a guest but shall rather be deemed a tenant for purposes of this Declaration, regardless of whether a lease exists or consideration is paid, and shall be subject to the provisions of this Declaration applying to tenants.

1.14 “Improvement” means all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Community, including, but not limited to, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, driveways, stairs, landscaping, trees, hedges, plantings, poles, swings, gym sets and

play structures, swimming pools, covered patios, screen enclosures, paths, mailboxes, and signs.

1.15 “Lease” means the grant by an Owner of a temporary right of use of the Owner’s Unit and Lot with or without valuable consideration. The term “lease” and all its derivations as used herein applies to any type of occupancy for which the occupant has paid consideration to the Owner, including, but not limited to, occupancy pursuant to a license.

1.16 “Lot” means the lots of land located within the real property according to the Plat for Eden at The Strand. That description is hereby incorporated by reference. No Lot shall include the Common Areas. No Lot may be subdivided or joined together without the consent of the Association. The Lots may be depicted and numbered on sketches or surveys, as recorded in the Public Records of Collier County, Florida.

1.17 “Master Association” shall mean and refer to The Strand Master Property Owners Association, Inc.

1.18 “Master Covenants” shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Strand, recorded in O.R. Book 6113, Page 613, of the Public Records of Collier County, Florida, as it may be amended from time to time. Unless the context prohibits, “Master Covenants” shall also refer to the Articles of Incorporation, Bylaws, and Rules and Regulations of the Master Association, all as now or hereafter are further amended, modified, or supplemented. In the event of any conflict between this Declaration and the provisions for use of the property of the Master Covenants, the more restrictive provision shall apply, and otherwise this Declaration and the Association are subordinate to the Master Covenants and Master Association.

1.19 “Members” means and refers to those persons who are entitled to membership in the Association as provided herein and in the Articles and Bylaws.

1.20 “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.

1.21 “Owner” or “Lot Owner” means the record owner of legal title to a Lot.

1.22 “Primary Occupant” means the natural person approved for occupancy of a Unit when title to the Lot is held in the name of two or more persons who are not a married couple, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a Lot owned in one of the forms listed above, the term “Primary Occupant” shall be synonymous with the term “Owner”.

1.23 “Property” or “Community” means all the real property which is subject to this Declaration.

1.24 “Structure” means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words “or part thereof”. The term includes, without limitation, swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.25 “Unit” means each one of the individual residences intended for use by a single family which is constructed on a Lot and includes zero lot line villas.

1.26 “Voting Interests” means the voting rights distributed to the Association Members pursuant

to the Bylaws.

2. ASSOCIATION.

2.1 Membership. Every Owner of a Lot shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing his or her ownership interest, each Owner accepts his or her membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Governing Documents, as amended from time to time. Notwithstanding anything else to the contrary set forth in this Section 2, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

2.2 Voting Rights. Voting rights are set forth in the Bylaws of the Association. In matters pertaining to the Master Association and as more fully provided in the Master Covenants, the Board of Eden at the Strand Homeowners' Association, Inc. shall comply with the terms of the Master Covenants regarding the voting procedures at all member meetings of the Master Association and for voting on behalf of the Association the number of votes as provided in the said Master Covenants. The Neighborhood Representative to the Master Association shall be appointed by the President at a duly constituted meeting of the Association Board of Directors.

2.3 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include, but are not limited to, the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance, repair, and replacement of the Property with funds made available by the Association for such purposes.

2.4 Acts of the Association. Unless the approval or affirmative vote of the Lot Owners is specifically made necessary by some provision of the law or the Governing Documents, 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 Owners. The officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for or bind the Association by reason of being an Owner.

2.5 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, as they may be amended from time to time, and in the Governing Documents. 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 Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships, and other ownership, possessory, easement, or use interests in lands or facilities for the use and enjoyment of the Owners.

2.6 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 representatives at all reasonable times. The right to inspect the records includes the right to make or obtain photocopies at the reasonable expense of the Member seeking copies.

2.7 Purchase of Lots. The Association has the power to purchase Lots in the community in connection with the foreclosure of an Association lien for assessments, charges, or fines, or any other foreclosure of an interest affects the Association's lien and to hold, lease, mortgage, encumber, or convey

them with such power to be exercised by the Board of Directors, without prior approval of the Owners.

2.8 Interest in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.7 above and Section 5 below, the power to acquire, encumber, or convey ownership interests in real property, including recreational facilities, whether or not contiguous with the Property, shall be exercised by the Board of Directors only after approval by at least a majority of the Voting Interests of the Association.

2.9 Disposition of Personal Property. Any personal property owned by the Association may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without authorization of the Owners.

2.10 Common Areas. The Common Areas are dedicated non-exclusively to the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of the Property, and their family members, guests, invitees, and tenants, all as provided and regulated herein or otherwise by the Association and the Master Association. All costs associated with operating, maintaining, repairing, and replacing the Common Areas shall be the obligation of the Association. For the term of this Declaration, the Common Areas, except as otherwise provided in this Declaration, are not for the use and enjoyment of the public, but are expressly reserved for the private use and enjoyment of the Association and the Owners and their family members, guests, invitees, and tenants, for recreational and social purposes as well as other proper purposes in accordance with the Governing Documents. Common Areas may not be altered, modified, removed, or replaced by the Owners or their family members, guests, invitees, or tenants.

3. THE CLUB AT THE STRAND

3.1 The Club at the Strand. The Club owns, operates, and maintains the recreation club in The Strand known as The Club at the Strand, which consists of real property and improvements, including golf courses, tennis courts, a clubhouse, a swimming pool, and other amenities that may now or in the future be operated by The Club.

3.2 Automatic Membership. All Owners, as a result of their ownership of a Lot, shall automatically become social members of The Club at the Strand. The rights and privileges of the social membership shall be as stated in the founding documents for The Club at the Strand, as the same shall be amended from time to time. It is presently intended that social members shall have the right to utilize the amenities of The Club at the Strand but shall not have the right to utilize the golf course. Dues and costs associated with said social membership are established by the Club, and the Association has no control over the fees charged.

4. ASSESSMENTS. The provisions of this Section 4 shall govern assessments payable by all Owners of Lots, for the Common Expenses of the Association not directly attributable to one of the Lots.

4.1 Covenant to Pay Assessments. Each Owner of a Lot, by the act of becoming an Owner, covenants and agrees, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(A) The Lot's pro-rata share of annual assessments based on the annual budget adopted by the Board of Directors of the Association. Each Owner shall be assessed at a uniform rate which is the fraction with a numerator one and a denominator equal to the number of Lots in Eden at The Strand;

(B) The Lot's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;

(C) Any charges properly levied against individual Lot Owner(s) ("individual assessments") without participation from other Owners;

(D) The resale assessment upon conveyance as described in this Declaration; and

(E) Master Association assessments. Eden at The Strand exists within The Strand community, which is administered by the Master Association in accordance with the Master Covenants. Eden at The Strand Owners are members of, subject to, and are required to pay assessments to the Master Association.

4.2 Liability for Assessments. Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he or she is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 4.13 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the Governing Documents as to institutional mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Lot Owner has the right to claim, assign, or transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law. Unless assumed by the Master Association, it shall be the legal duty and responsibility of the Association to enforce payment of the assessment hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not relieve Owners from their obligations hereunder. All assessments, late charges, interest, penalties, fines, attorney's fees, and other sums provided for herein shall accrue to the benefit of the Association.

4.3 Assessments of the Master Association. The Association shall collect all assessments and other sums due the Master Association as required of it by the Master Association. The Association shall remit the Assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association.

4.4 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Owners and residents; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas for the benefit of its Members and their guests, tenants, and invitees; and to perform all other duties and responsibilities of the Association as provided in the Governing Documents.

4.5 Individual Assessments. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the Governing Documents, shall be an individual assessment and shall become a lien against such Owner's Lot, to the extent permitted by law, which may be foreclosed or otherwise collected as provided herein.

4.6 Lien. The Association has a lien on each Lot for unpaid past due assessments and charges, together with interest, late payment penalties, costs, and reasonable attorney's fees incurred by the Association in enforcing the lien. The lien is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines and charges, interests, late fees, costs, and attorney fees which are due, and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

4.7 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided in Chapter 720 of the Florida Statutes, as it may be amended from time-to-time hereafter, for the foreclosure of a lien upon a Lot for unpaid assessments. All unpaid assessments and charges also constitute a personal obligation of the Owners, and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid charges or assessments. If a final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

4.8 Priority of Liens. The Association's lien for unpaid charges, assessments, and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage but shall relate back to the date the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien, or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

4.9 Application of Payments; Failure to Pay; Interest. Assessments, charges, 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. In addition to interest, the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges, and installments thereon shall become due, and the Lot 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. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then to late fees, then to costs (including, but not limited to, collection charges imposed by the management company, attorney, and court) then to attorney's fees, then to fines (if permitted by law), then to other charges, and then to the oldest outstanding unpaid regular, special, or individual assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying the Lot during any period in which assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association. Further, any and all persons acquiring title to or an interest in a Lot as to which the assessments are delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Sections 4.7 and 4.13.

4.10 Acceleration. If any special assessment or installment of a regular assessment as to a Lot becomes more than thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, 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, postpaid.

4.11 Removal of Property. After the Association successfully performs a foreclosure on the Lot, if the Owner does not remove personal property from the foreclosed premises, such property will be deemed forfeited to the Association, and the Association may authorize removal and may sell such forfeited property after ten (10) days' written notice by certified mail addressed to the Owner at the last known address or at such address on record as provided to the Association by the Owner. Such remedy shall be in addition to all other remedies available to the Association under applicable laws, rules, and regulations, including the right to compel removal of the property and right to impose any and all fines.

4.12 Certificate as to Assessments; Mortgagee Questionnaires. Within ten (10) working days after request by a Lot Owner or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge up to the maximum amount allowed by law to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire, the Association may charge the sums permitted by Chapter 720, Florida Statutes, as it may be amended from time to time (in addition to any charge for an estoppel certificate) plus attorney's fees for doing so.

4.13 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage of an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for the share of Common Expenses or assessments attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title as required by Section 720.3085, Florida Statutes, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other court-ordered sale shall be obligated to pay all past due assessments due and owing at the time of sale, regardless of whether or not the Association has recorded a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his ownership.

4.14 Community Systems Services. The Master Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm and/or other services (collectively, "Bundled Services") for the Lots. Any and all costs and expenses incurred by the Master Association under or pursuant to any Bundled Service Agreements entered into by the Master Association for Bundled Services will be assessed against all Lot Owners. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Master Association under the Bundled

Services Agreements shall be apportioned equally, but only amongst those Lots with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement, except to the extent, if any, that any Owner elects to receive an optional service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an optional service, if any, shall be responsible for paying for the costs of such Optional Services and for any hook-up costs, any converter boxes, and remote-control units, and the charge therefor shall be billed directly to Owner. The foregoing shall in no way obligate the Master Association to enter into any Bundled Services Agreement.

4.15 Determining Amount of Assessments. The total anticipated operating expenses for each calendar year shall be set forth in an estimated operating budget (“Budget”) prepared by the Board as required under the Governing Documents. Each Lot shall be assessed its pro rata portion of the total anticipated operating expenses, which shall be the individual assessment as to each Lot. Operating expenses for the Common Areas shall be divided by the number of Lots.

4.16 Assessment Payments. Regular assessments for operating expenses shall be payable quarterly, in advance, on the first day of January, April, July, and October of each year, provided, however, at the Association’s option, regular assessments may be payable monthly. Regular assessments, and the quarterly or monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the Budget or in the event the Board determines that an assessment or any installment thereof is either less than or more than the amount actually required. In the event no notice of the general assessment for a new period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

4.17 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, pursuant to the procedure set forth in the Bylaws. Special assessments shall be paid in installments or in a lump sum, as the Board may determine from time to time.

5. EASEMENTS.

5.1 Owner’s Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of use and enjoyment in, to, and over the Common Areas which shall be appurtenant to and shall pass with title to said Owner’s Lot but shall not be deemed to grant or convey any ownership interest in the Common Areas, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas, and to landscape and maintain yards of homes, including mowing, trimming, fertilizing and mulching, and to paint the exterior of homes and perform driveway and roof cleaning.

(b) The right of the Association in accordance with its Governing Documents, with the vote or written consent of two-thirds (2/3) of the Members, to borrow money for the purpose of improving the Common Areas, subject to the other provisions of this Declaration, to mortgage, pledge, or hypothecate any or all of the real or personal property owned by it, as security for money borrowed or debts incurred, provided that the right of any such mortgagee shall be subordinate to the use and enjoyment rights of the Owners herein.

(c) Subject to the other provisions of this Declaration, the right of the Association to dedicate, release, alienate, 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.

(d) The right of the Association to suspend the Member's (and the Member's family members, tenants, guests, and invitees') right to use the transponder gate access program.

(e) The right of the Association and the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and the Lots and all facilities at any time situated thereon, including the right to fine Members. Any rule or regulation so adopted by the Association or the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The rights of the Master Association provided for herein, in the Master Covenants, or as may otherwise exist as law or by agreement.

5.2 Delegation of Use. Any Owner may extend or delegate in accordance with the Bylaws, his or her right of enjoyment to the Common Areas and facilities to the members of their family, or to his or her guests and tenants who reside in his or her home, subject to reasonable regulation by the Board.

5.3 Easements for Pedestrian and Vehicular Traffic. In addition to the general easements for use of the Common Areas reserved herein, each Owner shall have a nonexclusive easement appurtenant to his Lot for pedestrian and vehicular traffic over any drive within the Common Areas subject to any entry gate and regulations pertaining to it.

5.4 Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Lot owned by him from the liens and charges thereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of his Lot.

5.5 Title to the Common Areas. The Association holds fee simple title to the Common Areas for the benefit of those persons entitled to use same under the provisions hereof.

5.6 Association Access. The Association and Master Association has legal access and an easement including for ingress and egress over any Lot to and for telephone, cable television, utilities including water, sewer and electricity, water management and drainage serving Eden at The Strand homes and Lots, including for installation, maintenance, servicing and repair of said facilities, and to landscape and maintain the yards of homes, including mowing, trimming, fertilizing, and mulch, to paint the exterior of the homes, and to perform roof and driveway cleaning.

5.7 Master Association Access. The Master Association shall be granted those applicable access rights, easement rights and other such rights as are set forth in the Master Declaration.

5.8 Easements for Installation and Maintenance of Utilities and any Drainage Facilities. No structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and any drainage facilities established under the Master Declaration, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

5.9 Platted Easements. All other easements as shown on the Plat for Eden at The Strand, as amended, for the purposes stated therein.

5.10 Assignments; Additional Easements. The easements reserved hereunder may be assigned by the Association in whole or in part to any city, county, or state government or agency thereof, or any duly licensed or franchised public utility. The Association shall have and hereby reserves the right to modify, relocate, or grant and/or reserve additional easements over, under, and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Unit is located) which may be necessary or desirable by the Association. The Owners hereby authorize the Association to execute, on their behalf and without any further authorization, such modifications, relocations, and grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

6. MAINTENANCE.

6.1 Association Maintenance. The Association's maintenance, repair, and replacement responsibilities shall include the following:

6.1.1 Common Areas. The Association shall, in addition to other maintenance obligations contained elsewhere herein, have the maintenance, repair, and replacement responsibility for the Common Areas and all improvements and facilities located over, through, and upon the Common Areas, to the extent not otherwise provided for by the Master Association or other parties,

6.1.2 Lots. The Association shall maintain the landscaping on the Lots, which obligation shall be limited to mowing and edging the lawns, trimming and mulching landscaping, and fertilizing lawns and landscaping, as reasonably determined necessary from time to time by the Association, provided that such obligation shall only extend to landscaping as originally installed on the Lots and replacements of such landscaping with vegetation approved by the Association. The Association shall maintain, repair, and replace all mailboxes on the Lots. The Association shall operate the surface water management system and water management and drainage area. All other maintenance responsibilities with respect to the Lots, including, but not limited to, maintenance, repair, and replacement of driveways and grass, shrubs, trees, and other landscape improvements on a Lot, shall be provided by the Lot Owner and shall be in accordance with the Architectural Guidelines.

6.1.3 Units. In order to preserve the aesthetics of the community, the Association shall paint the exteriors of the Units and clean the roof and driveway on a periodic basis. All other Unit maintenance is the responsibility of the Lot Owner. Each Lot Owner shall maintain their Lot and Unit in good repair and in a neat and attractive condition in accordance with the Community Standards and the Governing Documents.

Notwithstanding anything to the contrary herein, the Association's maintenance obligations under Section 6.1.2 and 6.1.3 shall not apply to the maintenance and/or repair of (i) any alterations or additions made by an Owner to his Unit or Lot; (ii) a Lot or Unit the maintenance and repair of which is made necessary as a result of the Owner's acts or negligence; and (iii) landscaping other than that initially installed on the Property.

6.1.4 Other Properties. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all City, County, district, or municipal properties, which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right of way.

6.1.5 Irrigation System. The Association shall operate, maintain, repair, and replace the irrigation system constructed over, through, and upon the Property as it shall deem appropriate. The Association shall be responsible for the costs associated with the Association's obligations to operate, maintain, repair, and replace such irrigation systems, including any monthly fees and other costs of water and/or electric usage, if any. Each Owner shall be responsible for any damage caused to the irrigation system by the Owner and/or the Owner's family members, tenants, invitees, and guests, and Owner shall indemnify, defend, and hold the Association harmless from and against any and all losses, claims, damages, and/or liabilities resulting from any such damage.

6.1.6 Alterations by Association. The Association's obligation to maintain the Common Areas includes the authority to make material alterations, improvements, and additions to the Common Areas, including but not limited to, installation of gates, gate houses, speed bumps, and other traffic controls, as well any other alterations or additions, and the power shall be exercised by the Board of Directors.

6.1.7 Association's Right of Entry. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Eden at The Strand.

6.1.8 Incidental Damages. Should any incidental damage be caused to any Lot by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair, or replacement of the Common Areas, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, hardship, Owner's time, or any other consequential or punitive damages.

6.1.9 Negligence or Misuse by Owner. Should the maintenance, repair, replacement, and other obligations provided for above be caused by the negligence of or misuse by an Owner or such Owner's family, guests, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an assessment against such Owner's Lot and said assessment shall constitute a lien upon the Lot.

6.2 Lot Owner Maintenance. The Owner's maintenance, repair, and replacement responsibilities shall include, but not be limited to, the following:

6.2.1 The Lot and the Unit. Except as provided in Sections 6.1.2 and 6.1.3, each Owner shall maintain in good repair all structures, including the Unit, and the Lot in a neat, orderly, and attractive manner and consistent with the general appearance of the Property and Eden at The Strand as a whole. The minimum, though not sole, standard for the foregoing shall be consistent with the general appearance of the Property and Eden at The Strand as initially constructed. The Lot Owners shall keep and maintain the Unit, Lot, and the other improvements on the Lot, including equipment and appurtenances, in good order, condition, and repair, and must perform promptly all maintenance and repair work within, upon, and outside the Unit which, if omitted, could adversely affect Eden at The Strand, other Owners, or the Association and its Members. The Owner's responsibility shall include, but not be limited to:

(i) Maintenance of all structural components, including entry doors, garage doors, and roof components, windows, sliding glass doors, screens, screen doors, and their hardware, frameworks, and locks serving the Unit;

(ii) Maintenance of the complete interior of the Unit, including all interior walls, floors, ceilings, partitions, cabinets, plumbing, and all other interior components;

(iii) Maintenance of the interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone, and other similar lines and connections and sewer pipes and septic systems serving the individual Lot;

(iv) Caulking and maintenance of the exterior surface of all walls (including, without limitation, any masonry walls extended from the rear of the Unit), doors, windows, and roof of the physical structure of the Unit, and the exterior surface of such walls, doors, windows, and roof;

(v) Insect and pest control within the Unit;

(vi) Maintenance of appropriate climate control, keeping the Unit clean, promptly repairing any leaks, and taking necessary measures to retard and prevent mold, fungi, mildew, and mycotoxins from accumulating in the Unit;

(vii) Maintenance, repair, and replacement as necessary all of the physical structures constructed in, upon, above, or below the Lots, and the physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Unit. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins), if any, located on the Owner's Lot clear of grass, leaves, and other debris. The Owner of a Lot further agrees to pay for all utilities, such as telephone, cable, or satellite television, water, sewer, sanitation, electric, etc., that may be separately billed or charged to each Unit;

(viii) Except for areas maintained by the Association, the Owner shall be responsible for any and all maintenance and replacement of landscaping on the Lot, including but not limited to, trees, shrubs, flowerbeds, walkways, and ground elevations. Such landscaping shall be maintained by the Owner thereof in a well-groomed manner. The Owner's maintenance obligation includes the replacement of trees, shrubs, and other plant materials within the Lots and the up righting and/or removing of any fallen or dislodged trees from any Lot following a tropical storm, hurricane or other Act of God. No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the Lot and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.

6.2.2 Party Walls. Each wall built as part of the original construction of the Units or Lots upon the Property and placed on the dividing line, as shown on the site plan of the Property, between the Lots thereof and acting as a commonly shared wall shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own Lot, with a cross-easement of support in the other portion. If a wall separating two (2) Units or Lots, and extensions of such wall, shall lie entirely within the boundaries of one Lot, such wall, together with their extensions, shall also be a party wall and the Owner of the adjacent Lot shall have a perpetual easement to maintain the encroachment. Easements are reserved in favor of all Lots over all other Lots and the Common Areas for overhangs or other encroachments resulting from original construction and reconstruction.

(i) Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

(ii) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore same but shall not construct or extend same to any greater dimension than that existing prior to such fire or other casualty, without the prior written consent of the adjacent Lot Owner. No part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by any of said Owners, or by

those claiming under any of them, respectively, shall be placed upon the Lot of the other Owner, without the written consent of the latter first obtained. If the other Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(iii) Weatherproofing. Notwithstanding any other provision of this Section 6, any Owner who, by his negligent or willful act, causes that part of the party wall not previously exposed to the exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(iv) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 6.2.2 shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon conveyance or other transfer of title, the liability of the prior Owner shall cease.

(v) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 6.2.2, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved. If a panel cannot be designated pursuant hereto, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association, or its successors in function, then obtaining. Any decision made pursuant to this Section 6.2.2 shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

6.2.3 Modifications and Alterations. The Lot Owner shall be responsible for insurance, maintenance, repair, and replacement of all modifications, alterations, installations, or additions to the Lot or Common Areas made by the Lot Owner or his predecessors in title with approval, and the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the properties for which the Association is responsible.

6.2.4 Liability for Damages Caused by Failure to Maintain Lot; Negligence. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain the Lot and the Unit, and any other improvements thereon. Each Lot Owner shall be liable for the expenses of any maintenance, repair, or replacement of Common Areas, other Lots or Units, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

6.2.5 Enforcement of Maintenance. If the Owner of a Lot fails to maintain his Lot as required herein or as required by the Master Association, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including, but not limited to, entering the Lot and remedying the violation, with or without consent of the Lot Owner, but only after ten (10) days' written notice of intent to do so. The Association may repair, replace, or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Property. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided and shall be an individual assessment charged against the Lot, secured by a lien against the Lot as provided in Section 4 above. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an assessment equal to

the cost of premiums, and any such assessment shall constitute a lien upon the applicable Lot and Unit with the same force and effect as a lien for assessments. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under the Governing Documents shall be determined in the sole discretion of the Association.

7. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY, AND VALUE OF THE COMMUNITY.

7.1 Construction Committee. No improvements, alterations, or repairs, including without limitation fences, screening, walls, awnings, or drains, or any other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state shall be made without the prior written approval of the Architectural and Review Board (ARB) and the Master Association, if required. Similarly, no such improvements and also no changing of paint color, excavation or change in grade, driveway, light fixtures, or ornamental fixtures shall be permitted without the written approval of the ARB, which shall have the above stated powers and duties as well as those stated below.

7.2 Structure of Architectural Review Board. The ARB shall be composed of three (3) members who are either members of the Board of Directors of the Association and/or such other persons appointed by the Board of Directors, as determined by the Board of Directors. They shall regulate the external design, construction materials, appearance, use, location, and maintenance of the Property and Lots and of the improvements thereon, including landscaping, in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

7.3 Powers and Duties. The ARB shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the architectural control criteria (“Architectural Guidelines”), performance criteria, and application and review procedures. Any Architectural Guidelines or modifications or amendments thereto shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification, or amendment to the Architectural Guidelines, including a verbatim copy of such adoption, change, or modification, shall be delivered to each Member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Guidelines or a copy of any adoption of or modification or amendment to the Architectural Guidelines shall not affect the validity of such change or modification.

(B) To require submission to the ARB of complete set of all plans and specifications for any improvement, structure of any kind, or any other work which in any way alters the exterior appearance of any structure or Lot, including, without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, or landscape devise, object, or other improvement, the construction or placement of which is proposed upon the Property. The ARB may also require submission of samples of building materials proposed for use on or as part of any Unit and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Guidelines.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance, or placement of which is proposed upon the Property and which is visible from the outside of any Unit. The ARB shall approve proposed plans and specifications submitted for its approval only if it deems that the construction,

alterations, or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARB shall also adhere to all guidelines, rules and regulations promulgated by the Board with respect to any and all additions and alterations within the Property and all such rules and regulations are incorporated herein by reference. If the proposed construction, alterations, or additions are to a portion of the improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The ARB may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

(D) Evidence of approval by the ARB may be made by a certificate executed by the chairman of the ARB. Any party aggrieved by a decision of the ARB or Board of Directors shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

(E) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ARB that the improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the ARB, the work shall be suspended until such time as the ARB authorizes the work to be recommenced.

(F) Notwithstanding anything to the contrary contained herein, if an Owner is delinquent in the payment of assessments, fines, or other charges or has failed to correct a violation of the Governing Documents for which they have been given notice, the approval of the ARB may be denied or withheld pending payment of the assessments, fines, or other charges or correction of the violation.

7.4 Procedures. The ARB, subject to approval of the Board of Directors, may adopt architectural planning criteria and rules and may impose processing fees. The ARB may require complete sets of plans and specifications for any improvement and may approve or disapprove such plans. If the ARB fails to approve, modify, or disapprove in writing an application within sixty (60) days after plans and specifications have been submitted to it, in accordance with adopted procedures, approval will be deemed granted (except with respect to violations of the Governing Documents), but notwithstanding such approval, all other conditions and restrictions contained in the Governing Documents shall remain in full force and effect.

7.5 Common Architectural Theme. Design considerations will be guided by a common architectural theme to be maintained by the Association, and there shall be harmony of external design and location in relation to surrounding structures and topography. The elements of this common architectural theme may include, but not be limited to, exterior building style, colors and materials, streetscaping, and landscaping.

7.6 Subdivision of Sites. Subdivision of any Lot is prohibited.

7.7 Use. All Lots are restricted in use to a single-family residence, designed for and occupied by one family. No more than one (1) Unit may be built on a Lot.

7.8 Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration, as it may be amended from time to time, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental, apply, which must be signed by at least two (2) members of the ARB. If such variances are granted, no violation of the covenants,

conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his or her use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The Board of Directors may overrule and void any variance granted by the ARB if such action is taken within twenty (20) days from the date the variance is granted.

7.9 Meetings of the Architectural Review Board. The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate an ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 7.5 above. In the absence of such designation, the vote of a majority of the members of the ARB shall constitute an act of the ARB.

7.10 No Waiver of Future Approvals. The approval of the ARB of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the ARB of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

7.11 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(A) Upon the completion of any work for which approved plans are required under this Section 7, the submitting party shall give written notice of completion to the ARB.

(B) Within thirty (30) days after written notice of completion, the ARB or its duly authorized representative, may inspect such improvements. If the ARB finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

(C) If upon the expiration of the fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the improvement, remedy the noncompliance, or proceed in a court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including legal fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an individual assessment against such submitting party for reimbursement and said individual assessment shall constitute a lien upon the applicable Lot and Unit with the same force and effect as liens for regular assessments.

(D) If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the improvement and/or alteration shall be deemed to be in compliance with said approved plans.

7.12 Nonliability of Architectural Review Board Members. Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. By submitting a request for review and approval by the ARB, an Owner shall be deemed to have and does automatically agree to indemnify, defend, and hold harmless the ARB and the Association (and each of their respective officers, directors, partners, affiliates, representatives, and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs, and expenses (including, without limitation, legal fees) arising from, relating to, or in any way connected with the improvement or alterations for which such request was submitted and/or the Security Deposit (including, without limitation, the disbursement thereof). Furthermore, approval by the ARB of any request does not excuse an Owner from also being required to obtain approvals from all applicable governmental authorities.

7.13 Security Deposit for Improvements; Indemnification. Any Owner desiring to make improvements may be required by the ARB, depending upon the improvements being requested and the manner of installation, to provide to the ARB, at the time of the Owner's submission of plans and specifications for review and approval by the ARB, a security deposit to cover costs of incidental damage caused to Common Areas, an adjacent Unit or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of improvements. The security deposit may be changed by the Board from time to time. The ARB shall have the sole and absolute discretion to determine whether a security deposit is required for the improvements being requested. The Association shall not be obligated to place the security deposit in an interest-bearing account.

The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the ARB that the improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the ARB; and (ii) the ARB's (or its duly authorized representatives) inspection of such improvements confirming completion; provided, however, should any incidental damage be caused to Common Areas by virtue of such Owner's construction of improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that the Owner has not repaired such damages to the Common Areas to the satisfaction of the ARB, the Association shall have the right (but not the obligation), after five (5) days' notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work.

Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including legal fees, if any, incurred in connection therewith. All amounts incurred or paid by the Association to repair damages caused by and not repaired by an Owner as set forth in this Section 7 shall, in addition to the other rights of the Association, be subject to a special assessment levied by the Association against such Owner, which special

assessment shall be collectible in the same manner as other assessments as set forth in this Declaration. Should any incidental damage be caused to an adjacent Lot or Unit by virtue of such Owner's construction of improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice, or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Unit, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance of the security deposit being held by the Association, if any.

Notwithstanding anything contained in Section 7.10 to the contrary, the Association's return of the security deposit being held by it for any such improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the ARB and/or the Association of the structural safety, approval, or integrity of any improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any improvement. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representative of the ARB and the Association generally, from any loss, claim, damage, or liability connected with or arising out of the improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof).

The Association shall not be liable or responsible to anyone for any damages, losses, or expenses resulting from the Association's holding of the security deposit or disbursement thereof unless same shall be caused by the gross negligence or willful malfeasance of the Association. In the event of any disagreement relating to the security deposit held by the Association or the disbursement thereof, the Association shall be entitled (but not obligated) to refuse to disburse the security deposit (or any portion thereof) as long as such disagreement may continue, and the Association shall not become liable in any way for such refusal. The Association shall have the right at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon the Association's obligations hereunder shall terminate, and the Association shall be automatically released of any and all obligations.

8. USE RESTRICTIONS. All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions and the Governing Documents, which may, from time to time, be amended. Without limiting the generality of this Section 8, in the event that similar requirements of the Master Association are more restrictive than those set forth herein, such more restrictive requirements shall supersede and control.

8.1 Unit. Each Unit shall be occupied by only one family at any time. Each Unit shall be used as a home and for no other purpose. However, "no impact" or "low impact" home-based business in and from a Unit are allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the Unit, create noise audible from outside the Unit, or generate fumes or odors noticeable outside the Unit, including but not limited to, a home daycare, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration, however, any persons in violation of this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship, the Board of Directors

may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days.

8.2 Animals. Animals of a normal domesticated household type (such as cats and dogs) shall be limited to two (2) per Lot. No animals of any kind, including reptiles, monkeys, rodents, amphibians, poultry, swine, rabbits, ferrets, horses, wildlife, livestock, and poultry, shall be raised, bred, or kept on any Lot, except for the two (2) domesticated animals that may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats, and other animals expressly permitted by the Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. Animals must be leashed at all times when outside the Owner's Unit. An Owner shall immediately pick up and remove any solid animal waste deposited by the Owner's pet on the Property. Keeping of animals is a privilege, not a right, and the Board of Directors is empowered to fine an Owner and/or order and enforce the removal of any animal that becomes a source of unreasonable annoyance or a danger to the health, safety, and welfare of other residents. No pet shall be kept tied up outside of a Unit or in any screened porch or patio, unless someone is present inside the Unit. An Owner is responsible for the cost of repair or replacement of any Common Areas damaged by such Owner's pet. No commercial breeding or boarding of animals of any type is allowed. Each Owner who determines to keep a pet hereby agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

8.3 Nuisances. No Owner shall use his Unit or Lot, 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 community nor permit the premises to be used in a disorderly or unlawful way. No use or practice shall be allowed in or around the Units or Lots which interferes with the peaceful possession or proper use of the Units or the surrounding areas. No loud noises or noxious odors as determined by the Board shall be permitted in any improvements, Units, or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), noisy, or smoky vehicles, unlicensed off-road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner, shall be located, used, or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board. The use of each Unit shall be consistent with existing laws and the governing documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. All parts of the Lot shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. All trees and landscaping shall be kept in a living condition. If an Owner fails to take such action, the Association may do so and charge the Owner. If the Owner fails to pay the Association's costs so incurred, the Association may file a lien against the Lot, foreclose it, and exercise the other remedies allowed herein. The Board of Directors' determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

8.4 No Improper Use. No improper, offensive, hazardous, or unlawful use shall be made of any Unit or Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes, and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes, or other requirements of any

governmental agency having jurisdiction thereover relating to any Unit or Lot shall be corrected by, and at the sole expense of, the Owner of said Unit and/or Lot.

8.5 Signs. No sign, advertisement, or notice of any type or nature, including, without limitation, those of realtors, contractors or subcontractors, shall be erected or displayed upon any Lot or the Common Areas except in compliance with sign standards promulgated by the Master Association's Board of Directors or where express prior written approval of the size, shape, content, and location thereof has been obtained from the Board of Directors. No sign of any kind shall be permitted to be placed inside a Unit or on the outside walls of the Unit or on any fences within the Property, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within the Property, except such as are placed by the Association.

8.6 Trash and Other Materials. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Common Areas, or other portions of the Property, except in sanitary, self-locking containers approved by applicable waste management authority and located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental, or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. All containers must be placed and maintained so as to render the same and the contents thereof hidden from view from streets and adjoining properties, except on the days of collection when such containers may be placed curbside.

8.7 Temporary Structures. No tent, shack, shed, or other temporary building or improvement shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home, or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

8.8 Increase in Insurance Rates. No Owner or other person may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering the Property or with respect to any portion of the Property not owned by such Owner.

8.9 Vehicles. No substantial maintenance or mechanical repairs of vehicles or boats is permitted on the property outside of the garages, except in an emergency. No boats, ATV's, swamp buggies, dune buggies, go carts, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles, or commercial vehicles shall be parked anywhere on the Property outside of the garage for more than forty-eight (48) hours unless the vehicle is on premise to provide services to the owner. Only vehicles bearing current license and registration tags shall be permitted to be parked on a Lot. As used herein, "commercial vehicles" shall mean trucks and other vehicles which are used for business purposes, including, but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements, or any type of lettering or graphic of a commercial nature, or any vehicle with racks, ladders, staging or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as whether it is a commercial vehicle.

No vehicle shall be parked anywhere but on paved areas intended for that purpose or garages. No parking on lawns shall be permitted. No more than two automobiles may be parked in a driveway overnight without the written consent of the Association. In no event shall vehicles be parked on the street overnight with the prior written consent of the Association.

Subject to applicable laws and ordinances, the Association is authorized to tow any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted, if such vehicle remains in violation for a period of twenty four (24) hours from the time a notice of violation is placed on the vehicle, and the cost of towing and/or booting shall be the obligation of the owner of the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

8.10 No Drying. No clothing, laundry, or wash shall be aired or dried on any portion of the Property except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself. No towels, garments, rugs, etc., may be hung from windows or other parts of the Units.

8.11 Air Conditioning Units and Reflective Materials. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any street. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the ARB or its equivalent for energy conservation purposes.

8.12 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Association. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property and Eden at The Strand, without making the cost of the aforesaid devices prohibitively expensive.

8.13 Antenna. No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service, which may be installed only at a location on a Lot approved by the ARB. In approving the installation and location of any antenna, the ARB shall comply with all applicable laws, whether state or Federal.

8.14 Garages. The garage for a unit must be enclosed and attached to the unit. Garage doors shall be kept closed when a vehicle is not entering or exiting the garage.

8.15 Visibility of Street Intersections. No obstruction to visibility at street intersections shall be permitted.

8.16 Garage Sales. No yard or garage sales or other similar commercial activities will be permitted to be held on a Lot more frequently than once a calendar year.

8.17 Solicitation. No soliciting will be allowed at any time within the property.

8.18 Exterior Improvements. No owner of a Lot shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of any home or buildings (including

awnings, antennae, signs, storm shutters, screens, furniture, fixtures and equipment) without the prior written consent of the Architectural Review Board of the Association. No window air conditioning units are permitted. All mailboxes and exterior lighting along the street shall be uniform and in accordance with the mailboxes and street lighting selected by the Board of Directors. Outdoor mechanical equipment shall be reasonably screened from view from the street by landscaping or other approved material. All Lots shall be sodded. No stone yards are permitted.

8.19 Common Areas. The Common Areas shall be used only for the purposes for which they are intended to be used and for the furnishing of services and facilities for the enjoyment of the Owners.

8.20 Encroachments and Easements. Each portion of a Lot shall have an easement over any adjoining Lot to use, maintain, repair, alter and replace all encroachments over Lot lines, structural supports, roofs, roof overhangs, common walls, pipes, wires, ducts, vents, cables, conduits and public utility lines located on a Lot and serving another Lot. Each Lot shall be subject to an easement in favor of all other Lots to locate utilities and provide drainage and support and to use, maintain, repair, alter and replace the structural supports, roofs, roof overhangs, common walls, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located on such Lot and serving other Lots. For any Lot, screens for a Unit may be attached to the Unit on an adjoining Lot with an easement therefor and structural gutters for a Unit may be attached to the roof of a Unit or its appurtenances on an adjacent Lot with an easement therefor and there shall be an easement for any encroachment of a Unit of less than three feet on an adjoining Lot.

8.21 Structure, Repair and Maintenance. No building, fence, tent, shed, or other structure of any type shall be erected or maintained on a Lot, nor shall any exterior addition to or change or alteration therein or thereon (including awnings, shutters, and screen enclosures) be made unless and until the plans and specification showing the nature, kind, shape, type, materials and location of the same and landscaping have been submitted to and approved by the Architectural Review Board. No wooden fences are permitted. Only roofs of tiles are permitted. All utility lines and pipes shall be underground. No prefabricated or mobile homes are permitted. No pool screens with a flat top are permitted. Solar panels are only permitted in the rear of a home and are subject to approval of the Architectural Review Board. No owner shall be permitted to make any material change to the landscaping or grading within their lot without the prior written consent of the Architectural Review Board in accordance with the provisions of Section 7.

8.22 Hurricane Protection. Owners may, with approval of the Architectural Review Board, install hurricane protection that meets the specifications for the standard model, color, and style adopted by the Association. Hurricane protection shall be operated only in accordance with the Architectural Guidelines and the Rules and Regulations, as they may be amended from time to time. Nothing herein precludes the Board of Directors from adopting and requiring the replacement windows, sliders, fixed glass, and doors to function as approved hurricane protection.

9. 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. The amounts of coverage shall be determined annually by the Board of Directors.

9.1 By Lot Owner. Each Lot Owner is responsible for insuring the real and personal property within his or her own Lot and Unit. Each Owner must recognize that he or she bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, and liability.

9.2 By Association. The Association shall maintain adequate liability insurance and casualty insurance covering all buildings and insurable improvements (if any) within the Common Areas, in amounts equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following provisions:

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

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Lot Owners as a group to a Lot Owner.

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

(D) Compensation. The Association shall maintain Workers' compensation insurance if required by law.

(E) Directors and Officers Liability Coverage.

(F) Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Lot Owners.

9.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy, or abandonment of any one or more Units or their appurtenances or of the Common Areas by, or any other action or omission of, particular Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

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

9.5 Duty to Reconstruct.

(A) If any Unit or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane, or other insurable casualty, the Owner shall cause repair or replacement to be commenced within one (1) year from the date that such damage or destruction occurred, and to complete the repair or replacement within two (2) years thereafter, unless each and every Owner of a Unit in the building containing the substantially damaged Unit elects, with the consent of their respective mortgagees, not to rebuild or restore the applicable Unit. All such repairs or replacements must restore the improvements to substantially their original character, design, and condition and shall utilize and conform with the original foundation and appearance of the original improvements, except as otherwise approved by the ARB, such that when the work is completed, the exterior of the Unit shall have

an appearance which is as close as feasible to its original appearance and to that of the adjoining Unit. The Board of Directors may in its sole and exclusive discretion extend the time periods for reconstructions contained herein.

(C) In the event that the Association receives any insurance proceeds as a result of a casualty damage or loss as aforesaid, the Association shall hold and disburse same for the repair, restoration, or reconstruction of the Unit as required herein in such manner as is reasonably necessary to ensure the proper application of such proceeds; provided however, that if such proceeds are received as a result of concomitant damage to Common Areas, they shall first be applied to the repair, restoration, or reconstruction of the Common Areas so damaged, and the administrative and other costs incurred by the Association in such regard, with any remaining sums to then be applied to the repair, restoration, or reconstruction of the applicable Unit to the extent such application would not constitute a prohibited distribution of income under Chapter 617, Florida Statutes.

(D) Without limiting the generality of Section 9.1 and this Section 9.5, the provisions of this Section 9.5 may be enforced by any party entitled to do so by appropriate action(s) under this Declaration and/or at law or equity, including specific performance and injunctive relief; provided, however, that the provisions of this Section 9.5 may be waived in whole or in part for good cause shown as long as such waiver is approved, in writing, by the following parties: the Association, the Master Association, any mortgagee of the applicable Unit, and the Owners and mortgagees of all Units in this building/cluster in which the applicable Unit is or was located.

9.6 Failure to Reconstruct. If the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.5 above, the Association shall give written notice to the Owner of his or her default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his or her obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the Unit and other improvements on the Lot. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the Owner of the Lot shall be deemed to have assigned to the Association any right he or she may have to insurance proceeds that may be available because of the damage or destruction of the Unit and improvements. The Association shall have the right to recover from the Owner any costs not paid by insurance and shall have a lien on the Lot and Unit to secure payment.

9.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners, and their mortgagees, as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, to hold the same in trust, and to disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following shares:

(A) Common Areas. Proceeds on account of damage to the Common Areas shall be held in as many undivided shares as there are Lots, the shares of each Owner being the same as his share in the Common Areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against a Lot or Lots, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being paid jointly to them.

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

9.9 Damage to Common Areas. Where loss or damage occurs to the Common Areas, it shall be mandatory for the Association to repair, restore, and rebuild the damage caused by the loss, unless within one hundred and eighty (180) days of the loss or damage a majority of the Voting Interests of the Association vote not to repair, restore, and rebuild the damage, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates for the cost of repair and restoration and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Lot Owners for the deficiency. Such special assessment need not be approved by the Lot Owners. The special assessment shall be added to the funds available for repair and restoration of the Property.

10. LEASING OF UNITS. The leasing restrictions herein apply to any type of occupancy for which consideration has been paid to the Owner, including, but not limited to, a license. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this Section 10. All leases of Units must be in writing. An Owner may lease only his or her entire Unit, and then only in accordance with this Section 10, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant that was not approved under the existing lease.

10.1 Procedures.

(A) Notice by the Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require, including, but not limited to, a credit report, background check, and proof of lawful residency. The Board may require a personal interview with any lessee, proposed occupant, and his or her spouse, if any, as a pre-condition to approval. The Board shall have the authority to promulgate or use a uniform lease application, a uniform lease, and/or a uniform lease addendum form, and require such other information from the proposed Tenant as it deems appropriate. The applicant must sign for having received copies of the Rules and Regulations of the Association.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee. The Board may delegate its authority to approve or disapprove a lease to a committee, a single

officer, or the community association manager.

(C) Disapproval. Unless the authority has been delegated as provided in (B) above, a proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. When determining good cause to disapprove a lease, the Board shall consider mitigating factors, including, but not limited to, the recency of events and the detrimental effect on the Community. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Owner is delinquent in the payment of assessments, fines, or other charges at the time the application is considered;

(2) the Owner has a history of leasing his or her Unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his or her 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 person seeking approval or any of the proposed occupants intends to himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Association;

(5) the prospective lessee or any of the proposed occupants is a registered sex offender or has been convicted of a crime involving violence to persons or property, a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude;

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

(7) the prospective lessee evidences a strong possibility of financial irresponsibility;

(8) the prospective lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Association's restrictions;

(9) the prospective lessee or any of the proposed occupants gives false or incomplete information to the Board 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 Board of Directors of his or her intention to lease the Unit.

10.2 Term of Lease and Frequency of Leasing. No Unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) days. If any lease is terminated before the end of the thirty-day period a new lease may not be entered into until the original thirty-day period expires except when the termination of a lease is for good cause as determined at the sole discretion of the Board. 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 may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

10.3 Exceptions. Upon written request of an Owner, the Board of Directors may approve one additional lease of the Unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

10.4 Guest Occupancy During Lease Term. Guests may occupy leased Units when the lessee is also in residence. The total number of house guests in a leased Unit is limited to two (2) persons and their children, if any. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

10.5 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family authorized to occupy the Unit who are already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Section 10.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

10.6 Use of Common Areas. To prevent overtaking of the facilities, an Owner whose Unit is leased may not use the recreation or parking facilities during the lease term.

10.7 Regulation by Association. All of the provisions of the Governing Documents of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Governing Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

10.8 Fees and Deposits for the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person intending to occupy the Unit, except only one fee may be charged for a husband and wife and minor children. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require a security deposit to protect against damage to the Common Areas.

10.9 Unapproved Leases. Any lease of a Unit not approved pursuant to this Section 10 shall be void and unenforceable unless subsequently approved by the Board.

10.10 No Discrimination. The Association is an equal opportunity provider of housing and shall not disapprove a lease for an illegal discriminatory reason.

11. TRANSFER OF OWNERSHIP OF LOTS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Lot shall be subject to the following provisions. Any person who was not approved as part of the conveyance to the present Owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an ownership interest in the Lot. If a transfer is disapproved for good cause, the Association shall have no obligation to purchase the Unit or provide an alternate purchaser.

11.1 Forms of Ownership.

(A) One Natural Person. A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Lots is permitted. If the co-Owners are to be other than husband and wife, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) natural person as Primary Occupant. The use of the Lot by other persons shall be as if the Primary Occupant were the only actual Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 11. No more than one such change will be approved in any 12-month period. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or a vacation club.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The approval of a trust, corporation, partnership, or other entity as a Lot Owner shall be conditioned upon designation by the Owner of not more than one (1) natural person to be the Primary Occupant. The use of the Lot by other persons shall be as if the Primary Occupant were the only actual Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 11. No more than one such change will be approved in any 12-month period. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or vacation club.

(D) Designation of Primary Occupant. If any Lot Owner fails to designate a Primary Occupant when required to do so, the Board of Directors may make the initial designation for the Owner and shall notify the Owner in writing of its action.

(E) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 11.2 below. In that event, the life tenant shall be the only Association Member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of Association Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights.

11.2 Transfers.

(A) Sale or Gift. No Lot Owner may transfer a Lot or any ownership interest in a Lot by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Lot Owner acquires his title by devise or inheritance, his or her right to occupy or use the Lot shall be subject to the approval of the Board of Directors under Section 11.3 below. The approval shall not be denied to any devise or heir who was the prior Owner's lawful spouse at the time of death or was related to the Owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Lot before being approved by the Board of Directors under the procedures outlined in Section 11.3 below.

(D) Delegation of Authority. To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may, by resolution, delegate its approval powers to an ad hoc committee, to the President, Vice President, Treasurer, or community association manager, any of whom may execute a Certificate of Approval.

(E) Resale Assessment; Replacement Reserve Account. A resale or “capital” assessment, referred to herein as the “resale assessment”, shall be due and payable to the Association upon the conveyance of a Lot. The amount of the resale assessment shall be as determined by resolution of the Board of Directors from time to time, provided that (a) the amount shall not exceed the pro-rata equivalent of three (3) months of assessments; and (b) the amount is calculated or applied at a uniform rate against all Lots. The funds may be utilized by the Association for any legal purpose. Payment of the resale assessment shall be the legal obligation of the transferee and shall be secured by a continuing lien as provided for in this Declaration. The resale assessment will be added to the first month’s account statement which the new Owner receives after conveyance but may be paid at closing. For purposes of this Subsection (E), the term “conveyance” shall mean the transfer of record legal title to a Lot by deed or other authorized means of conveyance, with or without valuable consideration, including, without limitation, as a result of the issuance of a certificate of title or deed in lieu of foreclosure or a transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the resale assessment: (a) by a co-Owner to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner’s estate, surviving spouse, or other heirs resulting from the death of the Owner; (c) to a trustee or the Owner’s spouse, without a change in occupancy, solely for estate planning or for tax reasons; (d) to the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure; and (e) to a first mortgage holder pursuant to a final judgment of foreclosure or deed in lieu of foreclosure; provided, however, that upon a resale that occurs following an exempt resale described in (a) through (e) above, the resale assessment shall be due and payable.

11.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. An Owner intending to make a sale or gift of his Lot or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

(2) Devise, Inheritance, or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board but may sell or lease the Lot following the procedures in this Declaration.

(3) Failure to Give Notice. If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the

Association's approval prior to selling an interest in a Lot, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration and shall constitute good cause for Association disapproval.

(B) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

(1) Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. When determining good cause to disapprove a sale, the Board shall consider mitigating factors, including, but not limited to, the recency of events and the detrimental effect on the Community. Good cause for disapproval shall include, but not be limited to, the following:

(a) The person seeking approval or any of the proposed occupants is a registered sex offender or has been convicted of a crime involving violence to persons or property, a crime involving possession or sale of a controlled substance, or a crime demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures, or bad debts;

(c) The application on its face gives the Board reasonable cause to believe that the applicant or any of the proposed occupants intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Association;

(d) The person seeking approval or any of the proposed occupants has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval or any of the proposed occupants has evidenced an attitude of disregard for Association's restrictions by his or her conduct in this Community as a tenant, Owner, or occupant of a Unit;

(f) The person seeking approval or any of the proposed occupants has failed to provide the information, fees, or interviews required to process the application in a timely manner or has provided false information during the application process;

(g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

11.4 Exception. The provisions of Sections 11.2 and 11.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Master Association approval is required for a purchaser from such mortgagee.

11.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved

pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board.

11.6 Fees and Deposits Related to the Sale of Lots. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is obtaining an interest in the Lot, except if such persons are husband and wife.

11.7 No Discrimination. The Association is an equal opportunity provider of housing and shall not disapprove a sale for an illegal discriminatory reason.

12. AMENDMENTS; TERMINATION.

12.1 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at any time by the affirmative vote of at least two thirds (2/3) of the Voting Interests present and voting, in person or by proxy, at a duly called meeting of the Members of the Association. 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 identify the Book and Page of the Public Records where the Declaration is recorded and shall be executed by the 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 Collier County, Florida.

12.2 Duration of Covenants. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association and any Owner or their respective legal representatives, heirs, successors, and assigns, for an initial period that expires on the ninety-ninth (99th) anniversary of the date of recordation of the Declaration of Covenants, Restrictions and Easements for Eden at The Strand. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least three-fourths (3/4ths) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. Written notice of any meeting at which such a proposal will be considered shall be given at least forty-five (45) days before the meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. The certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

13. ENFORCEMENT; GENERAL PROVISIONS.

13.1 Enforcement. Enforcement of these covenant, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors, or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition, or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenants, condition, or restriction herein contained for any period of time shall not be deemed a waiver or estoppel

of the right to enforce same thereafter. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all legal fees incurred by the Association in connection with the enforcement of the Governing Documents, whether or not an action is actually begun. Any such legal fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Unit with the same force and effect as a lien for annual assessments.

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions, and other provisions of the Governing Documents shall apply to Members and all persons to whom a Member has delegated his or her right of use in and to the Common Areas, as well as to any other person occupying any Unit under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees, or guests. Failure of any Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Lot Owner shall be responsible for any and all violations by his tenants, licensees, invitees, or guests and by the guests, licensees, and invitees of his tenants, at any time.

13.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents, may be brought by any Owner or the Association against:

- (A) the Association;
- (B) the Lot Owner;
- (C) anyone who occupies or is a tenant or guest of a Lot; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

13.4 Attorney Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, residential Lot Owner, officer, Director, or the Association to comply with the requirements of the law or the Governing Documents, 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.

13.5 No Election of Remedies. All rights, remedies, and privileges granted to the Association or the Owners under the law and the Governing 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.

13.6 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the Owner appearing in the records of the Association, or to the address of the Member's Unit. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

13.7 Severability. Should any covenant, condition, or restriction herein contained, or any section, subsection, sentence, clause, phrase, or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties

hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no effect on the remaining provisions herein.

13.8 Interpretation; Disputes. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits and the other Governing Documents of the Association. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in the Governing Documents, the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

13.9 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

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

13.11 Headings. The headings used in the Governing Documents are for reference purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of the documents.

13.12 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any public use.

13.13 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein.

13.14 Notices. Any notice permitted or required to be sent as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

14. 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:

14.1 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;

14.2 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, COLLIER COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

14.3 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.

14.4 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 CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

14.5 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" – Legal Description, as attached to the original Declaration recorded at Official Record Book 2557, at Page 0577, *et seq.*, of the Public Records of Collier County, Florida, as amended. Incorporated herein by reference only, but not attached.

Exhibit "B" – Amended and Restated Articles of Incorporation.

Exhibit "C" - Amended and Restated Bylaws.