



TARPON COVE COMMUNITY ASSOCIATION, INC.

# DECLARATIONS & GENERAL PROTECTIVE COVENANTS

REVISED ASSOCIATION DOCUMENTS

APPROVED BY MEMBERSHIP . . . 5/9/06

STATE OF FLORIDA CERTIFICATE . . . 6/28/06

COLLIER COUNTY CERTIFICATE . . . 8/10/06

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

**AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE  
COVENANTS FOR TARPON COVE**

**KNOW ALL MEN BY THESE PRESENTS** that on February 14, 1997 the original Declaration and General Protective Covenants for Tarpon Cove were recorded in Official Record Book 2283, at Page 2149 *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 "Tarpon Cove" or the "Property") is legally described in the original Declaration as amended which said description is attached hereto and hereby incorporated as Exhibit "A". 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 Unit or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or Unit in 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 "Assessment"** means a homeowner's share of the funds required for the payment of common expenses of the Association and individual expenses.

**1.2 "Articles" and "Bylaws"** as used herein, means the Articles of Incorporation and the Bylaws of Tarpon Cove Community Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

**1.3 "Association"** means Tarpon Cove Community Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the Common Areas and amenities in Tarpon Cove.

**1.4 "Board"** means the Board of Directors responsible for the administration of Tarpon Cove

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Community Association, Inc.

**1.5 "Common Areas"** means all real property and all improvements and fixtures thereon described in the original Declaration as "committed property", or owned, leased or the use of which has been granted to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lots or Units and Neighborhood Common Areas. Solely by way of illustration and not by way of limitation the Common Areas include all roads, all lakes, water bodies and retention areas, the surface water and storm water management system, including related easements, as permitted by South Florida Water Management District (SFWMD), sidewalks, bicycle paths, lighting, open green space, and all amenities and easements designed for the common use of members of the Association. The Association is responsible to maintain, repair and replace the Common Areas.

**1.6 "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, other expenses declared by the governing documents to be common expenses, and any other valid expenses or debts of the common property as a whole of the Association.

**1.7 "Common Surplus"** means the excess of all receipts of the Association, including but not limited to assessments, fees, profits and revenues over the common expenses.

**1.8 "Declaration"** means this Declaration and General Protective Covenants for Tarpon Cove as amended from time to time.

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

(A) One natural person.

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

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

**1.10 "Governing Documents"** means and includes this Declaration, the Articles and Bylaws, and all recorded exhibits thereto, as amended from time to time.

**1.11 "Guest"** means any person who is not the owner or a lessee of a home or a member of the

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owner's or lessee's family, who is physically present in, or occupies a home on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

**1.12 "Home"** means a residential dwelling unit intended for residential use that is constructed on the Properties.

**1.13 "Individual Expenses"** means expenses incurred by the Association on behalf of or because of a particular Owner or group of Owners (including an entire Neighborhood) but less than all Owners in Tarpon Cove and that have been determined by the Board of Directors to primarily benefit said Owner(s) or are directly attributable to said Owner(s).

**1.14 "Institutional Mortgagee"** means the mortgagee (or its assignee) of a mortgage against a Lot or Unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot or Unit, which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

**1.15 "Lease"** means the grant by a residential owner of a temporary right of use of the owner's home for valuable consideration.

**1.16 "Lot or Unit" or "Parcel"** means Lots, Units or parcels of land located within the real property described in Exhibit "A" as amended and supplemented intended and subdivided for residential use upon which a fee simple title to the Lot or Unit has been conveyed to the owner and is shown on the Plat or other description of the Property, but shall not include the Common Areas. The Lots or Units may be depicted and numbered on sketches or surveys attached to other documents as recorded in the Public Records of Collier County, Florida. Unless expressly stated otherwise a "Lot" means the an individual home site including the dwelling located thereon in the Cayman Neighborhood and a "Unit" means a Unit located in a Condominium Neighborhood.

**1.17 "Members"** means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

**1.18 "Neighborhood", or "Neighborhood Association"** means the various homeowner and condominium associations within Tarpon Cove.

**1.19 "Neighborhood Common Area"** means any and all real property (or interest therein) located within Tarpon Cove that has been specifically set aside for the common use and enjoyment only of owners of property in a particular Neighborhood.

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**1.20 "Neighborhood Covenants"** means any and all covenants, conditions, restrictions, and other provisions imposed by an instrument recorded in the Public Records of Collier County, Florida and applicable to one or more specific Neighborhoods within Tarpon Cove including any Declarations of Condominium.

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

**1.22 "Owner", "Parcel Owner", "Homeowner" or "Lot Owner" or "Unit Owner"** means the record owner of legal title to a Lot or Unit.

**1.23 "Primary Occupant"** means the natural person, allowed occupancy of a home when title to the Lot or Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a home owned in one of the forms listed above, the term "primary occupant" shall be synonymous with the term "owner".

**1.24 "Property", "Properties" or "Community"** means all the real property that is subject to this Declaration.

**1.25 "Rules and Regulations"** means and refers to any rules and regulations promulgated by the Board of Directors from time to time regarding the operation of the Association, use of the Common Area and use of a Lot or Unit.

**1.26 "Structure"** means that which is built or constructed, or any piece of work artificially built 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, antennas, flag poles, playground equipment.

**1.27 "Voting Interests"** means the total number of possible votes in the Association which is equal to the total number of residential Lots and Units in Tarpon Cove. There are 365 voting interests.

## **2. ASSOCIATION.**

**2.1 Purpose.** The purpose of the Association shall be to hold title, operate, maintain and repair the Common Area, including, but not limited to roadways, retention areas, the surface water management system and any improvements thereon including but not limited to pools, pool houses, entrance, gate house, and medians in the streets within the Properties designated by the Board of

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Directors; to pay costs incident to these responsibilities and the costs of street lighting for the Common Area, to contract with bulk service providers and to take such other action as the Association is authorized to take as provided by law and herein.

**2.2 Membership.** Every owner of a Lot or Unit shall be a member of the Community Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each owner accepts his 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 this Declaration, the Articles and Bylaws, and the rules and regulations of the Association, as amended from time to time.

**2.3 Voting Rights.** Voting rights are set forth in the Bylaws of the Association.

**2.4 Articles of Incorporation.** A copy of the Amended and Restated Articles of Incorporation of the Association is attached to this Declaration as Exhibit "B".

**2.5 Bylaws.** A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration as Exhibit "C".

**2.6 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 Common Areas with funds made available by the Association for such purposes.

**2.7 Acts of the Association.** Unless the approval or affirmative vote of the 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 a Lot Owner or Unit Owner.

**2.8 Powers and Duties.** The powers and duties of the Association include those set forth in Chapter 617, the Florida Corporation Not for Profit Statute, and Chapter 720, the Florida Homeowner Association Statute, 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 and the authority to levy assessments to pay expenses as more fully provided herein below. 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.

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**2.9 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 a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

**2.10 Purchase of Lot or Unit.** The Association has the power to purchase a Lot or Unit in Tarpon Cove in connection with the foreclosure of an Association lien and to hold, lease, mortgage, encumber or convey any such Lot or Unit, such power to be exercised by the Board of Directors without prior approval of the members. In all other cases approval of the members is required as provided in Section 2.11 below.

**2.11 Interests 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 2.10 above, the power to acquire, encumber or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the total voting interests of the Association.

**2.12 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 need for authorization by the owners.

**2.13 Roster.** The Association shall maintain a current roster of names and mailing addresses of owners, based upon information supplied by the Lot or Unit owners. Lot and Unit owners are responsible for notifying the Association of any change in their mailing address or names. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request. In the absence of a signed, written request by the owner to change the owner's name or mailing address the Association shall mail all notices and other information to the name and address shown on the roster. The Association shall have no obligation to perform any search to discover another address or name other than that shown on the roster.

**2.14 Bulk Service Contracts.** The Board of Directors may contract for cable television, satellite, telecommunications, broadband, internet, community channel and other similar services on a bulk basis, on behalf of all Association members, or any portion thereof. The expenses related to any contract shall be deemed assessments for all Association members or assessments only for certain Association members, as applicable, and may be included in the Association's annual budget or levied as a special assessment. The Association shall further have the authority to execute and grant such easements, license and other legal documents relating to Tarpon Cove as may be necessary to implement this Section.

**3. ASSESSMENTS and CAPITAL CONTRIBUTION.** The provisions of this section shall

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govern assessments payable by all owners of Lot or Units, for the common expenses of the Association and individual assessments for individual costs and charges directly attributable to one or less than all of the Lots or Units.

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

(A) The Lot or Unit owner's share of annual assessments based on the annual budget adopted by the the Board of Directors of the Association;

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

(C) Any individual assessments properly levied for individual expenses against Lot or Unit owner(s) without participation from other owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The owner of each Lot or Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 3.11 below, whenever title to a Lot or Unit 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 or Unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Unit. 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.

**3.2 Purposes of Assessments.** The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot or Unit owners and residents of Tarpon Cove; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses shall include but not be limited to the funds necessary to:



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- (A) pay all operating expenses of the Association;
- (B) pay for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss;
- (C) pay for capital improvements;
- (D) pay all expenses required for the operation, management, repair, maintenance, improvement and replacement of the Common Areas;
- (E) pay all utility charges incurred in connection with the operation of the Association and the Common Areas;
- (F) pay for insurance as required elsewhere herein;
- (G) pay for bulk service contracts;
- (H) pay for any and all services deemed necessary by the Board of Directors;
- (I) pay for any other expense deemed necessary by the Board of Directors.

**3.3 Share of Annual and Special Assessments.** The owners of each Lot or Unit shall collectively be liable for one pro rata share of the annual and special assessments levied by the Association for common expenses of the Association. The pro rata share shall be determined by means of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total of number of Lots, Units or parcels in Tarpon Cove. There are 365 total Lots and Units in Tarpon Cove and thus the owner(s) of a particular Lot or Unit shall be liable for  $1/365^{\text{th}}$  of the annual assessment and special assessment if any. Each Neighborhood Association shall collect all Community Association assessments due from the members in its Neighborhood to the Community Association and pay them all in a single lump sum to the Community Association at the beginning of each calendar quarter.

**3.4 Individual Assessments.** The Community Association may levy assessments against one or less than all Lot or Unit owners for charges, costs or expenses that in the discretion of the Board of Directors are directly attributable to said owner(s) and/or to owners in a defined geographic area or Neighborhood within Tarpon Cove. If an owner, group of owners or Neighborhood Association within Tarpon Cove fail to fulfill their obligation to maintain, repair or replace a defined geographic area or Neighborhood within Tarpon Cove for which they are responsible the Community Association has the right, but not the obligation, to perform the work and charge the cost thereof as an individual assessment as provided herein. Individual assessments shall be secured by a lien and

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collected in the same manner as annual and special assessments.

**3.5 Resale Capital Contribution.** The Community Association shall require all purchasers of a Lot or Unit and all subsequent purchasers thereof, at the time of closing the conveyance from seller to purchaser, to pay the Community Association an initial or resale capital contribution as the case may be. The amount of the initial and resale capital contribution shall be twenty-five (25%) of the current year's annual assessment. The funds derived from initial and resale capital contributions shall be used at the sole discretion of the Community Association for any proper purpose. The resale capital contributions, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the purchaser of the Lot or Unit and shall be secured by a continuing lien upon the Lot or Unit. Said lien may be foreclosed in the same manner as provided herein for an assessment lien. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or death of the transferee, nor to a transfer of title to the transferor's spouse or family members without changing occupancy, solely for estate planning or tax reasons.

**3.6 Lien.** The Association has a lien on each Lot or Unit for unpaid past due Association assessments and charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of Collier 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, and charges, plus 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.

**3.7 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 for the foreclosure of a mortgage. All unpaid assessments, fines, charges, interest, late fees, attorney fees and costs 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 such unpaid amounts. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

**3.8 Priority of Liens.** The Association's lien for unpaid charges or assessments shall be

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subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when recorded. Any lease of a Lot or Unit shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

**3.9 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 (currently \$25 or 5% whichever is greater). Assessments, charges and installments thereon shall become due, and the Lot or Unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, fines, costs and attorney fees, and then to the oldest outstanding unpaid delinquent charges or assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. No payment by check is deemed received until the check has cleared.

**3.10 Acceleration.** If any special assessment or installment thereof or a regular assessment as to a Lot or Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot or Unit's assessments for that fiscal year. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney 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 appearing on Association's roster, and shall be deemed given upon mailing of the notice, postpaid. The Notice may be sent with the same letter as the intent to foreclose a Claim of Lien.

**3.11 Certificate as to Assessment/ Mortgagee Questionnaire.** Within fifteen (15) days after request by a Lot or Unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Lot or Unit owner with respect to the Lot or Unit have been paid. The Association may charge a fee not to exceed the maximum amount allowed by law to issue the estoppel letter. The Association may also charge a fee not to exceed the maximum amount allowed by law plus attorney's fees if any to complete a mortgagee questionnaire. The Association is not obligated to respond to mortgagee questionnaires.

**3.12 Mortgage Foreclosure.** Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a Lot or Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of

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title shall not be liable for the share of common expenses or assessments attributable to the Lot or Unit, or to the former owner of the Lot or Unit, which came due prior to the mortgagee's acquisition of title. 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. No owner or acquirer of title to a Lot or Unit 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. EASEMENTS AND COMMON AREAS.** The following easements are hereby granted to and/or reserved by the Association for itself and its successors and assigns. Said easements are perpetual.

**4.1** Easements for the performance of all its duties and responsibilities over, under, across and through the Properties are hereby reserved for the Association and its agents, employees, licensees and invitees.

**4.2** Easements over, under, across and through the Properties are hereby granted to the Association for the purpose of access to each Lot, Unit or Neighborhood Common Area for the purpose of providing necessary maintenance of same as determined by the Association.

**4.3 Appurtenant Easements.** Subject to the restrictions found elsewhere in this Section 4, the owner of each Lot or Unit, their guests, lessees and invitees, shall have as an appurtenance to their Lot or Unit a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other owners of Lot or Units, their guests, lessees and invitees, subject to the provisions of this Declaration.

**4.4 Interior Roadway Easements.** The Association has an easement on, over and under the right of way of all roads, sidewalks and pathways in Tarpon Cove for ingress and egress and for the erection, construction, maintenance and use of electric power and telephone poles, all utilities, wires, cables, conduits, water mains, sewers, irrigation and drainage lines, ditches and swales, underdrains, and any other equipment or appurtenances pertaining to the installation, maintenance, transmission or use of electricity, telephone, television signal transmission, including cable, wireless and satellite transmissions of all types, gas, street lighting, and all other utilities or conveniences. The Association shall have the right to establish traffic and parking regulations and to enforce such regulation by all means lawful for such enforcement on drives and roadways. The Association may install speed bumps and other traffic calming or control devices as it sees fit. There shall be no parking allowed on Tarpon Cove Drive. The Neighborhood Associations may establish additional parking restrictions for the roads in the Neighborhood not in conflict with the restrictions established by the Community Association.

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**4.5 Utility Easements.** A perpetual easement shall exist upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, cable television, wireless and satellite transmissions of all types and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all owners of Lots or Units and servicing the Common Areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Association, through its Board of Directors, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Lots or Units, and Common Areas.

**4.6 Buffer Areas, Open Space, Drainage and Storm and Surface Water Management Systems and Easements.** The buffer areas and open space are Common Areas. The maintenance, operation and preservation of the buffer areas and open space are the responsibility of the Community Association. The Community Association shall also be responsible to maintain and operate the drainage and storm and surface water management systems within the Common Area, including but not limited to the utilities and water and sewer system aspects thereof. The Community Association shall own, operate, and maintain the water management system as permitted by the South Florida Water Management District, including without limitation, all lakes, retention areas, culverts, and related appurtenances. The Association, and the Owners as beneficiaries of the water management system, is hereby provided the right to legally enforce the warranties, covenants, and assurances provided herein. The water management system, including all water management and drainage aspects of all easements and rights of way, as well as any other covenants creating obligations of performance with respect to the drainage systems, will be continuously maintained. The Association shall have an easement on, over and under all property lying within twenty (20') feet of the normal water line of all lakes, ponds and retention areas and within ten (10') feet of the top of the bank of all canals, swales and ditches serving as part of the water management system for access to and maintenance of all portions thereof and for installation and maintenance of drainage control devices and apparatus. The maintenance of the foregoing areas is integral to maintaining and enhancing the property values within Tarpon Cove and therefore the level of maintenance shall be commensurate with that expected in a first class community.

**4.7 Subordination.** Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Areas.

**4.8 Extent of Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

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(A) the right of the Association, in accordance with its Articles and Section 6.10 of the Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services herein, and, to aid thereof, to mortgage said properties;

(B) the right of the Association to impose rules and regulations governing the use of the Common Areas and Association property as further provided in the Bylaws; and

(C) the right of the Association to a non-exclusive easement over, across and through each Lot or Unit as necessary to meet the Association's maintenance responsibilities.

**4.9** Any owner of a Lot or Unit in the Properties which Lot or Unit contains a structure which encroaches upon another Lot or Unit or the Common Areas, shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists.

## **5. MAINTENANCE.**

**5.1 Association Maintenance.** The Association shall have the maintenance, repair and replacement responsibility for all Common Areas located within Tarpon Cove and not forming a part of the individual Lot or Units or Neighborhood Common Areas including but not limited to the landscaping, lakes, parks, and entrances and the electrical fixtures and utilities serving the Common Areas.

A. Maintenance of Landscaping on Lots and Neighborhood Common Areas. The Association shall maintain the landscaping on all Lots and Neighborhood Common Areas and the cost shall be a common expense of the Association.

**5.2 Lot or Unit Owner Maintenance.** The individual Lot or Unit owners or as applicable any Neighborhood Association shall have the maintenance, repair and replacement responsibility of the following:

(A) The structure and all structural components. The roofs and exterior of the structure shall be cleaned on a regular basis to remove and discourage mold growth.

(B) Lot, Units and Neighborhood Common Areas shall be kept neat and free from debris and rubbish.

**5.3 Enforcement of Maintenance.** If the owner of a Lot or Unit or as applicable a Neighborhood Association fails to maintain the Lot, Unit, Neighborhood Common Area as required above, 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

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entering the Lot, Unit or Neighborhood Common Area, with or without consent of the Lot or Unit owner or Neighborhood Association. 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 Properties. Any expenses so incurred by the Association shall be billed directly to the owner of the Lot or Unit or Neighborhood Association to which such services are provided, and shall be a charge against the Lot or Unit, secured by a lien against the Lot or Unit as provided in Section 3 above.

**5.4 Negligence; Damage Caused by Condition in Lot or Unit.** Each Lot or Unit owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lot 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. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.**

**6.1 Improvements Requiring Approval.** No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, Lot or Unit, or portion of Common Area or Neighborhood Common Area, be made, unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by the Architectural Review Board (hereinafter "ARB") or Landscaping Committee as the case may be. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ARB shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARB the plan shall be deemed denied. All approved modifications or improvements shall be completed within one hundred eighty (180) days from the date of approval. All changes, alterations or modifications to an approved plan must also be approved pursuant to these same requirements.

**6.2 The ARB.** The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) persons, who shall be members of the Association. All members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The Board of Directors can appoint all or some of the Directors to the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. The members of the ARB shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the

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Board of Directors incurred by them in the performance of their duties hereunder. The ARB shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ARB are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ARB.

**6.3 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 Planning Criteria. Any Architectural Planning Criteria 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 Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, the lack of receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ARB of one (1) 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, Lot or Unit or Neighborhood Common Area, including without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or landscape device, object or other improvement, the construction or placement of which is proposed upon the Properties. The ARB may also require submission of samples of building materials proposed for use on or as part of any home, 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 Planning Criteria.

(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 Properties, and which is visible from the outside of any home. Evidence of approval by the ARB may be made by a certificate, in recordable form, 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 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.



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(D) 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.

(E) 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 these covenants or the rules of the Association 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.

(F) The Community Association recognizes and respects the ARB authority granted to the Neighborhood Associations and the desire of the Neighborhood Associations to establish and enforce architectural specifications for their particular neighborhood. As such when approving or disapproving any proposed plans that have already been approved by the respective Neighborhood Association ARB, if any, the Community ARB will give great weight to the decision of the Neighborhood Association ARB and will strive to render decisions consistent with the Neighborhood Association ARB. The Community ARB may also adopt and implement an expedited approval process and thereby choose to forego a full review of any proposed plans that have already been approved by a Neighborhood Association ARB and which otherwise meet the requirements of the Community architectural guidelines.

**6.4 Variances.** The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental issues warrant. All variances 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 use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

**6.5 Nonliability of ARB 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

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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 Development. 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.

## **7. ASSOCIATION'S SUPERIOR RIGHTS AND POWERS; CONFLICT.**

**7.1 Ownership in Tarpon Cove.** In taking title to a Lot or Unit, each Owner becomes subject to the terms and conditions of this Declaration. In the case of any inconsistencies between the terms of this Declaration and any other Declaration of Condominium or other recorded covenants, the terms of the more restrictive provision shall control unless such terms are prohibited by this Declaration, in which event the terms of this Declaration shall control.

**7.2 Supremacy of Declaration; Authority to Enforce Other Governing Documents.** The Community Association governing documents shall control over all Neighborhood Association governing documents except that the Neighborhood Association governing documents may be more restrictive in which case the more restrictive provision shall control. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration and the Articles and Bylaws of the Association, the Association shall be entitled to exercise any of the rights contained in any governing documents of the Neighborhood Associations within Tarpon Cove. Further all such other associations and all committees thereof within Tarpon Cove shall also be subject to all superior rights and powers conferred upon the Association pursuant to this Declaration and the Articles and Bylaws. No other association within Tarpon Cove shall take any action in derogation of the rights of, or contrary to, the interests of the Association.

**8. USE RESTRICTIONS.** The following rules and standards apply to Tarpon Cove and shall be enforced by the Association. The use restrictions for a particular Neighborhood may not be less stringent or restrictive than that of the Community Association but may be more stringent or restrictive than those listed herein in which case the more restrictive provision shall control.

**8.1 Home; Maximum Occupancy.** Each home shall be occupied by only one family at any time. Each home shall be used as a home and for no other purpose. No business or commercial activity shall be conducted in or from any home including but not limited to visitation of the home by clients, customers, suppliers or other business invitees, or door-to-door solicitation of residents. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his home, from keeping his personal, business or professional records in his home, from handling his personal, business or professional telephone calls or written correspondence in and from his home, or conducting a "no impact" home based business in and from his home. Such uses are expressly declared customarily incident to residential use. Examples of businesses

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which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. 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. The maximum number of occupants in a home shall not exceed two (2) persons per bedroom.

**8.2 Minors.** All occupants under eighteen (18) years of age shall be supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

**8.3 Pets.** Owners may keep two (2) dogs or two (2) cats or one (1) dog and one (1) cat. Owners may keep birds and fish in reasonable numbers. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet that, in its sole and exclusive discretion, becomes a source of annoyance to other residents or endangers the health, safety and welfare of residents. No reptiles, monkeys, rodents, amphibians, poultry, swine or livestock may be kept on the properties. Commercial activities involving pets, including but not limited to breeding for sale, is prohibited. All pets shall be licensed by the appropriate State or local authorities. Each homeowner shall immediately remove their pet's feces from Lots, Common Areas or Neighborhood Common Areas. Pets must be leashed when not on the Owner's Lot or in a Unit. Any Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in Tarpon Cove.

**8.4 Nuisances.** No owner shall use his home, 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 home, 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. The use of each home 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.

**8.5 Signs.** Except as provided herein no owner may post signs of any type whatsoever in Tarpon Cove. The temporary posting or display of one (1) "For Sale", "For Rent", "Open House" or other similar signs shall be permitted with the prior approval of the Board of Directors. The Board may adopt specifications regarding the size, shape, location, number and duration of permissible signs. Lot owners may post security/alarm signs issued by the security/alarm service provider in accordance with Chapter 720, Florida Statutes. The Board may but is not obligated to allow other types of signs

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as it deems permissible from time to time and adopt specifications regarding same. The Association shall have the right to remove any unapproved sign without prior notice to the owner and entry upon a Lot or Unit for such purpose shall not be deemed a trespass. The Board may also establish real estate open house hours and limit access to the community accordingly.

**8.6 Garages; Garage Sales.** In order to maintain a harmonious and aesthetic appearance, all garage doors within Tarpon Cove shall remain closed except when during ingress and egress or the garage is being actively used by a person present therein. No garage shall be enclosed or converted to other use without the approval of the ARB. Garage, lawn and estate sales are prohibited.

**8.7 Lots and Lot Structures.** Other than the one existing single family home, and related garage, no structure, trailer, house trailer, tent, shack, shed, barn or other outbuilding shall be used or placed on any Lot, Common Area or Neighborhood Common Area at any time either temporarily or permanently without the approval of the ARB.

**8.8 Motor Vehicles and Boats.** No mechanical repairs of vehicles or boats are permitted on the properties outside of garages except in an emergency. No car covers are permitted. No boats, ATV's, swamp buggies, dune buggies, go carts, wave runners, jet skis, motorcycles, mo-peds, trailers, motor homes, travel trailers, campers, recreational vehicles or commercial vehicles shall be parked anywhere on the properties outside of garages for more than four (4) hours except as allowed herein. Commercial vehicles that are on the premises to provide services to an owner or the Association may be parked for the period of time necessary to perform the service. Boats, trailers, motor homes, travel trailers, campers and recreational vehicles, may also be parked outside of a garage for the purpose of being actively loaded, unloaded or the interior (but not the exterior) cleaned in preparation for use or after use. However in no event shall such loading, unloading or cleaning exceed eight (8) hours in any fourteen (14) day period. Oversized Vehicles of whatever type are prohibited to be parked during overnight hours. For the purposes of this Section an "Oversized Vehicle" shall mean any vehicle that cannot fit completely inside the garage adjacent to the driveway of the home or beneath a carport of the Unit and "Overnight" shall mean the period beginning at sundown and ending at sunrise the following day. As used herein the term "commercial vehicle" means trucks, vans, including but not limited to "panel vans" lacking windows on all sides, 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 graphics 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. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with vehicle body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed completely inside a garage so that it is not visible from any adjacent street or Lot or Unit. All vehicles shall have a current license and registration. No vehicle, trailer, or boat of whatever type described herein shall be

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parked on the lawns or other unpaved areas anywhere within the Community. There shall be no parking allowed on Tarpon Cove Drive. The Neighborhood Associations may establish additional parking restrictions for the roads in the Neighborhood not in conflict with the restrictions established by the Community Association. Law enforcement and other government issued vehicles are excepted from these restrictions. The operation of any motor vehicle as defined under Chapter 322, Florida Statutes, which is compelled by any power other than human muscular power, including, but not limited to, gasoline power or electric power shall be prohibited to be operated or used on streets, roads, sidewalks and/or Common Area within Tarpon Cove, unless the motor vehicle is operated by a person with a valid driver's license and the motor vehicle complies with all prerequisites established under Florida law for operating said vehicle on public streets, roads and thoroughfares. The term "motor vehicle" as used herein extends to and includes, but is not limited to, motorized bicycles (mopeds), motorized skateboards, motorized scooters, standard, mini or micro motorcycles, mini-bikes, go-carts, golf carts, and similar motorized toy vehicles. The term "motor vehicle" does not include motorized wheelchairs or "jazzy" type scooters that are operated by persons who require them for mobility due to a disability. The Board may make limited exceptions to these restrictions from time to time for appropriate reasons as it deems advisable. The Association shall have the right to tow any vehicle parked in violation of these restrictions.

**8.9 Moving Storage Containers/PODS.** The Board may but is not required to allow the temporary placement and use of portable storage containers/moving PODS when an Owner is moving or remodeling his or her home. The Board is authorized to adopt and enforce restrictions concerning placement, size, duration and other aspects of using such devices.

**8.10 Hurricane Shutters.** Hurricane shutters and hurricane window film are not prohibited however the ARB may adopt uniform specifications and guidelines covering the type, style, installation, duration and color of hurricane shutters and window film.

**8.11 Landscaping.** All areas of Lot or Units not covered by structures, walkways or paved parking facilities shall be maintained by the Association as lawn or landscaped areas to the roadways edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. As contained in the original Declaration stone, gravel or paving may not be used as a substitute for grass in a lawn. Lawns must be regularly cut and mulched areas regularly mulched. The landscaping on Lot or Units, including without limitation the trees, shrubs, lawns, flowerbeds, walkways and ground elevations, shall be maintained by the Association in a well groomed manner.

**8.12 Mailboxes.** The ARB shall establish uniform criteria for mailboxes and mailbox posts that shall be complied with when maintaining, repairing or replacing mailboxes and mailbox posts.

**8.13 General.**

(A) No towels, garments, rugs, etc., may be hung from windows, railings or other parts of the homes. No clotheslines or drying yards shall be located so as to be visible from

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neighboring homes or from the interior roadways within Tarpon Cove.

(B) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.

(C) No obnoxious or offensive activity shall be carried on within Tarpon Cove or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the Community or its residents.

(D) Trash, garbage, recycling and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring homes and the interior roadways except when out for pick-up. Recycle bins and trash shall not be put on the curb for pick-up prior to 6:00 p.m. the night before the scheduled pick-up and shall be removed from the curb no later than 6:00 p.m. the day of pick-up. Placement of trash and recycle bins shall otherwise conform with applicable County regulations. No Lot shall be used as dumping ground for rubbish, trash, waste or natural waste matter (lawn clippings, leaves etc.). No incinerator or outdoor burning shall be permitted.

(E) No antenna of any kind shall be placed or erected in any manner to the exterior of any building or structure except as provided for herein. 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 may be installed only at a location approved by the ARB. In approving the installation and location of any antenna the ARB and Board shall comply with all applicable laws, whether state or Federal. Flag poles and the display of flags shall only be allowed as provided by law in Chapter 720 Florida Statutes and in compliance with other lawful restrictions and conditions established by the ARB.

(F) No exterior lights shall be installed on the exterior of any walk, fence or building or on the grounds surrounding any building without the prior approval of the ARB. The Board of Directors is authorized to adopt and enforce specifications and restrictions allowing the temporary placement of seasonal decorations, including lights, within the Community.

(G) All recreational facilities and improvements constructed or placed on a Lot or Common Area or Neighborhood Common Area including but not limited to spas, jungle gyms, playground type structures, play houses, tree forts, platforms, basketball hoops/backboards, dog houses or any other structure of a similar type, kind or nature shall be allowed only upon written approval of the ARB in advance of placement or construction. All lighting must be approved by the ARB with primary consideration given to the effect of the proposed lighting on the surrounding residences.

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(H) Skateboarding and riding scooters on the Common Area or Neighborhood Common Area is prohibited.

(I) Air Conditioners/Compressors shall be shielded and hidden so that they shall not be readily visible from any adjacent property, water body or street. Wall and window air conditioning units are prohibited.

(J) No vending machines or newspaper racks are permitted.

(K) Bicycles and Car Covers. The Board may establish and enforce locations for bicycle racks within the Community. Car covers are allowed for cars parked beneath a carport but not in a driveway. The Board is also authorized to periodically remove bicycles and car covers that are deemed by the Board to be unsightly and/or in disrepair and in the case of bicycles, not regularly used. In removing a bicycle or car cover the Board may cut any chain or security device and shall have no obligation to reimburse the owner for the cost of same. Removed bicycles and car covers shall be kept by the Association for a period of 30 days after which time the Board shall be authorized to donate the bicycles and car covers to a worthy cause or dispose of them. The Board shall have no duty or obligation to determine the owner of the bicycle or car cover or notify the owner of its intent to dispose of the bicycle unless the name, address and phone number of the owner are clearly and plainly identified on the bicycle or car cover.

**8.14 Roads; Access Control.** The roads within Tarpon Cove are not public roads and the use of same are controlled by the Community Association. The Community Association shall have the right to control and regulate all types of traffic on the roads, including but not limited to the right to prohibit or deny vehicular and pedestrian access to Tarpon Cove to any person not entitled to same pursuant to the governing documents.

**8.15 Water Management and Drainage Areas; Lakes.** The water management, retention and drainage areas (lakes, ditches/canals) are part of the Common Area of the Association. The use of the water management and drainage areas is restricted as provided in this Declaration and by rules adopted by the Board from time to time. The maintenance, repair and replacement of the water management and drainage areas are the obligation of the Community Association. The maintenance of such areas is integral to maintaining and enhancing the property values within Tarpon Cove and therefore the level of maintenance shall be commensurate with that expected in a first class community. Such maintenance shall include regular control/removal of algae, cattails and exotics as such ability exists using services provided by local vendors providing lake and water body maintenance. Swimming or bathing in the water retention areas is prohibited. Docks or other structures shall not be erected in water retention areas without the prior written approval of the Board of Directors. All other uses of the water retention areas shall be subject to the prior written approval of the Board of Directors. Boats and watercraft of any kind are prohibited except as authorized by the Board of Directors for the purpose of lake maintenance.

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**NEITHER THE ASSOCIATION NOR ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM, RIVER OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR AS IS PROVIDED HEREIN. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, AND ALL PERSONS USING SAME DO SO AT THEIR OWN RISK.**

**ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.**

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

**THE WATER IN THE AFOREMENTIONED AREAS IS NOT POTABLE. DO NOT DRINK THE WATER.**

**8.16 Leasing.** No home may be leased for a lease term of less than thirty (30) days or greater than one (1) year. No home be leased more than four (4) times in a single calendar year. The first day of occupancy shall determine the year in which the lease occurs. No option for the lessee to extend or renew the lease for any additional period shall be permitted. However, a lease may be renewed from year to year. No subleasing or assignment of lease rights by the lessee is allowed. The maximum number of occupants in a home shall not exceed two (2) persons per bedroom. In order to avoid undue hardship the Board may temporarily deviate from these provisions and grant limited exceptions under circumstances the Board shall, in its sole discretion, deem just and appropriate. Any such deviation or exception shall not constitute a permanent deviation or exception and shall be strictly limited as decided by the Board. The owner or the owner's agent must notify the Community



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Association of the names of all tenants of a leased Lot or Unit at least five (5) days before occupancy. The Association may also require the tenants to provide such other information and complete such forms as may be deemed necessary by the Board of Directors. All leases shall be deemed to incorporate all the provisions of the governing documents and an agreement by the tenants under the lease to abide by same. The Community Association may without further approval of the owner of the leased Lot or Unit terminate the lease for violations of the governing documents by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot or Unit.

**8.17 Timesharing; Fractional Ownership and Vacation Clubs Prohibited; Guest Occupancy.**

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents and to prohibit situations in which the Lot or Unit may be used as short-term transient accommodations for several individuals or families or in the manner of a timeshare, fractional ownership or vacation club the following provisions apply:

- (A) Co-ownership of Lots or Units is permitted. However if the co-owners are to be other than husband and wife, or are to be a trust, corporation, partnership or other entity which is not a natural person the Owners shall designate one (1) natural person as the "primary occupant". Thereafter, the Lot or Unit shall be used only by the primary occupant and his or her family. The use of the Lot or Unit 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 approval by the Board. No more than one such change will be approved in any 12 month period. If any 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. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot or Unit may be used as short-term transient accommodations for several individuals or families or in the manner of a timeshare, fractional ownership or vacation club.
- (B) Guest Occupancy when Owner Present. When the Owner or his or her family who permanently reside with him are present there is no limitation on guests, the number of occasions or length of stay.
- (C) Guest Occupancy in Absence of Owner. If the Owner or his or her family who permanently reside with him are absent, and are not occupying the Lot or Unit, and the Lot or Unit has not been leased, the Owner may permit the Lot or Unit to be occupied by guests only in accordance with the following:
  - 1. Any person who is the grandparent, parent or child of the Owner or the Owner's spouse, if any, may occupy the Lot or Unit in the absence of the Owner without limitation as to the number of occasions or length of stay.

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2. House guests not included within 8.17 (B) 1 above are permitted only with the proviso that the family consist of no more than one guest, his spouse, if any, and their natural or adopted children, if any. Such guests may stay only two (2) weeks and the number of occasions for this type of guest occupancy in any Lot or Unit shall be limited to two (2) in any calendar year.

**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:

**9.1 Association; Required Coverage.** The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The name of the insured shall be the Association and the owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. 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 or Unit owners as a group to a Lot or Unit 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) Workers Compensation. The Association shall maintain Workers' compensation insurance if required by law.

(E) 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 or Unit owners.

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

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for life or property.

**9.3 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, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the owners and their respective mortgagees in the following share:

(A) Common Areas. Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Lot or Units, 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 home, 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 Lot or Unit or Lots or Units, 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.

**9.4 Distribution of Proceeds.** 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 cost shall be distributed to the beneficial owners, remittances to home owners and their mortgagees being paid jointly to them.

**9.5 Association as Agent.** The Association is hereby irrevocably appointed as agent for each Lot or Unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the homes, Lot or Units or Common Areas.

**9.6 Damage to Common Areas.** Where loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of 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 or Unit owners for the deficiency. Such special assessments need not be approved by the Lot or Unit owners. The special assessment shall be added to the funds available for repair and restoration of the

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property.

**9.7 Owner's Duty to Insure.** Each Lot or Unit owner is responsible for insuring the real and personal property within his own Lot or Unit and home. Each owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

**9.8 Owner's Duty to Reconstruct.** If any home or other improvements located on any Lot or Unit and home are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be contracted for within thirty (30) days from the date of damage and the work commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors. The Board of Directors may deviate from and/or relax the provisions contained herein under circumstances deemed appropriate in the sole and exclusive discretion of the Board.

**9.9 Owner's Failure to Reconstruct.** If the owner of any home fails to contract for, commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.8 above, the Association shall give written notice to the owner of his default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have been granted the right by the owner, as such owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the owner of the home shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvement. 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 or Unit and home to secure payment. The Board of Directors may deviate from and/or relax the provisions contained herein under circumstances deemed appropriate in the sole and exclusive discretion of the Board.

## **10. AMENDMENTS; TERMINATION.**

**10.1 Duration.** The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for thirty (30) years from the recording date hereof. Thereafter, the 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

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the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of the total voting interests affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

**10.2 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 a majority (50%+1) of the total Voting Interests in the Association. Owners may vote 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.

## **11. ENFORCEMENT; GENERAL PROVISIONS.**

**11.1 Enforcement; No Waiver.** Enforcement of these covenants, 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 or Unit 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.

**11.2 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the governing documents and the rules promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any home under lease from the owner or

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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 or Unit owner shall be responsible for any and all violations by his or her tenants, licensees, invitees or guests and by the guests, licensees and invitees of his or her tenants, at any time.

**11.3 Litigation.** Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the governing documents or Association rules, may be brought by any owner, Neighborhood Association or the Association against:

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

**11.4 Attorney Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, residential Lot or Unit 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 fees as may be awarded by the court.

**11.5 No Election of Remedies.** All rights, remedies and privileges granted to the Association or 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.

**11.6 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 roster record of the Association. In the absence of such roster information then the notice shall be mailed to the address of the Lot or Unit. Notice to one of two or more co-owners or any officer, director, partner, beneficiary or trustee of an owner of a Lot or Unit shall constitute notice to all owners. It shall be the obligation of every member to immediately notify the Secretary of the Association or management company in writing of any change of address or name.

**11.7 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

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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 Amended and Restated Declaration of Restrictions 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.

**11.8 Interpretation; disputes.** The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. 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 this Declaration, its exhibits or the rules promulgated by the Board 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.

**11.9 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.

**11.10 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.

**11.11 Headings.** The headings used in the governing documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

**12. 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:**

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**12.1 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;**

**12.2 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.**

**12.3 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.**

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

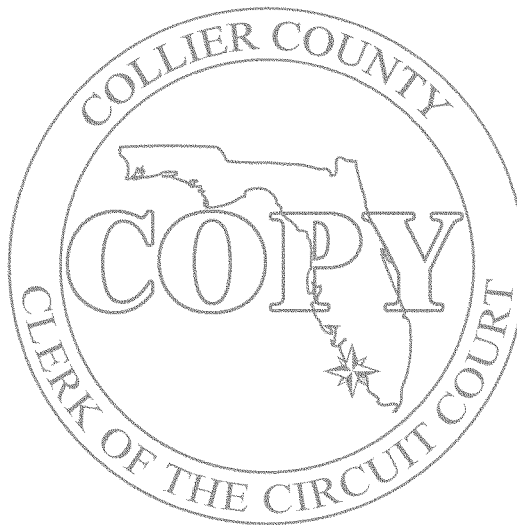
**12.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.**

**13. FUTURE CORPORATE MERGERS.** The Board of Directors may upon a majority vote of the entire Board approve a corporate merger of one or more Neighborhood Associations into and with the Association. Notwithstanding anything to the contrary contained herein or elsewhere the Board of Directors may also approve upon a majority vote of the entire Board and without further approval of the members, all amendments to the Governing Documents deemed reasonably necessary to effect the merger or mergers.



**The Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 48 South, Range 25 East, LESS the Southerly 70.00 feet thereof, Collier County, Florida; TOGETHER WITH:**

**The North Half (N ½) of the Northeast Quarter (NE ¼) of Section 16, Township 48 South, Range 25 East, lying West of the new U.S. 41 Right-of-way, LESS the Northerly 268.54 feet thereof, Collier County, Florida.**



**EXHIBIT "A"**