

THIS INSTRUMENT PREPARED BY:
Amanda K. Barritt, Esq.
Henderson, Franklin, Starnes, & Holt, P.A.
P.O. Box 280
Fort Myers, FL 33902-0280

THE TARPON COVE COMMUNITY ASSOCIATION, INC.
CERTIFICATE OF AMENDMENT OF DECLARATION AND AMENDMENT OF BYLAWS
AND RECORDING OF RULES AND REGULATIONS

THE UNDERSIGNED being the President and Secretary of THE TARPON COVE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the amendments to the Declaration and General Protective Covenants for Tarpon Cove originally recorded at O.R. Book 2283, Page 2149, Public Records of Collier County, Florida as attached hereto as Exhibit "A" and the amendments to the Bylaws of The Tarpon Cove Community Association, Inc., as attached hereto as Exhibit "B", were duly adopted, ratified and approved by the proper percentage of all votes held by members at a meeting of the members of the Association held on the 13th day of September, 2019.

THE UNDERSIGNED further hereby certify that the amended Rules and Regulations attached hereto as Exhibit "C" were duly adopted by the Board of Directors of The Tarpon Cove Community on July 15, 2019, at a duly noticed Board meeting.

WITNESSES:

(Sign) _____

(Print) Angel Artigas

(Sign) _____

(Print) Jennifer Terwilliger

THE TARPON COVE COMMUNITY
ASSOCIATION, INC.

By: Perry Desiato
Perry Desiato, President

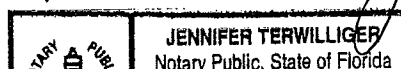
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 24 day of September, 2019 by Perry Desiato, as President of THE TARPON COVE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Who is personally known to me or has produced Florida ID as identification and did take an oath.

Jennifer Terwilliger
Notary Public, State of Florida (SEAL)

My Commission Expires:

Jan 12 2020



WITNESSES:

(Sign) [Signature]
(Print) Elizabeth Liano
(Sign) [Signature]
(Print) Danielle Tieman

THE TARPON COVE COMMUNITY
ASSOCIATION, INC.

By: [Signature]
Elaine Soucek, Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20th day of September, 2019 by Elaine Soucek, as Secretary of THE TARPON COVE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Who is personally known to me or has produced FLDL: [REDACTED] as identification and did take an oath.

I: 04/03/2019 E: 04/18/2023

[Signature] Amber Fealy
Notary Public, State of Florida (SEAL)

My Commission Expires: June 24, 2023

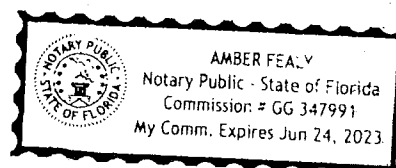


Exhibit "A"

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

**SECOND 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, Page 2149, *et seq.*, of the Public Records of Collier County, Florida, as amended, and were amended and restated as evidenced by that certain Certificate of Amendment of Declaration recorded in Official Records Book 4087, Page 870, *et seq.* (the "Declaration"). The Declaration 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 acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms. This Declaration is subject to Chapter 720, Florida Statutes (2018), as it may be amended from time to time (the "Act").

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 **"Annual Assessments"** means the regular Assessments levied by the Association annually based on the annual budget.

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 Articles of Incorporation and Amended and Restated Bylaws are attached hereto as Exhibits "B" and "C" respectively.

1.3 **"Assessment"** means an Owner's share of the funds required for the payment of Common Expenses of the Association and Individual Expenses.

1.4 **"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.

1.5 **"Board"** means the Board of Directors of the Association..

1.6 **"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.

1.7 **"Common Expenses"** means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, 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.

1.8 **"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.

1.9 **"Declaration"** means this Second Amended and Restated Declaration and General Protective Covenants for Tarpon Cove, as amended from time to time.

1.10 **"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.

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

1.12 **"Guest"** means any person who is not the Owner or a lessee of a home or a member of the Owner's or lessee's immediate 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.

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

1.14 **"Individual Assessments"** means Assessments properly levied to one or more of the Owners, but less than all Owners, or the members of a Neighborhood Association,

for Individual Expenses incurred by the Association on behalf of such Owner(s) or Neighborhood Association.

1.15 “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).

1.16 “Lease” means the grant by a residential Owner of a temporary right of use of the Owner’s home for valuable consideration.

1.17 “Lot” means and includes a platted lot 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 such Lot has been conveyed to the Owner, but shall not include the Common Areas. Unless expressly stated otherwise the term “Lot” also includes a Unit located in a Neighborhood that has been subjected to the condominium form of ownership.

1.18 “Members” means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.19 “Neighborhood”, or “Neighborhood Association” means the various homeowner and condominium associations within Tarpon Cove pursuant to Neighborhood Covenants, or the property that is subject to Neighborhood Covenants, as applicable.

1.20 “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.

1.21 “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.

1.22 “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.

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

1.24 “Primary Occupant” means the natural person, allowed occupancy of a home when title to the Lot or Unit is held in a trust, corporation, partnership 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, or use of a Lot or Unit.

1.26 “Special Assessments” means Assessments for capital improvements or repairs or other Association expenditures not provided for by Annual Assessments or reserve funds.

1.27 “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 within limitation, swimming pools, fences antennas, flag poles, playground equipment.

1.28 “Unit” shall mean an individual condominium unit in a condominium located within the Property, as described in the applicable declaration of condominium.

1.29 “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 interest.

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 Directors; to pay costs incident to these responsibilities and the costs of street lighting for the Common Area, to implement and enforce this Declaration, 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 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 and assessments, keeping of records, enforcement of Rules and Regulations, 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 an Owner of a Lot or Unit.

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 Statutes, and Chapter 720, the Florida Homeowners' Association Act (2018), as may be amended from time to time, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas 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.

2.9 Official Records. The Association shall maintain its official records as required by the Act. The official records shall be made available for inspection or photocopying by Members or their authorized representatives upon written request in accordance with the Act. The Association may impose fees to cover the cost of photocopying and the costs of personnel to retrieve and copy the official records.

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 sixty-seven percent (67%) of the Voting Interests that are present in person or by proxy and voting at a duly noticed membership meeting in which a quorum is present, or by the written agreement of sixty-seven percent (67%) of the Voting Interests that are present in person or by proxy and voting at a duly noticed membership meeting in which a quorum is present, or by the written agreement of sixty-seven percent (67%) of the entire total Voting Interests in the Association. Notwithstanding anything to the contrary in the foregoing sentence, the Board of Directors may grant, modify or relocate easements and licenses on, under and through the Common Areas, as the Board may deem necessary or desirable for the proper operation of the Community or the benefit of the Community or the Members.

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 Owners. Each Owner is 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. However, unless the Owner notifies the Association otherwise, the Association shall be entitled to rely on the property addresses or the addresses appearing in the records for the Property Appraiser of Collier County for each Owner when compiling the Owners' addresses for purposes of providing notices required under the Governing Documents or by law.

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 Board, on behalf of 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 RESALE WORKING CONTRIBUTION. The provisions of this section shall 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 Owner's share of Annual Assessments based on the annual budget adopted by the Board;
- (B) The Owner's pro rata share of Special Assessments for capital improvements or repairs or other Association expenses not provided for by Annual Assessments or reserve funds;
- (C) Any Individual Assessments properly levied for Individual Expenses against Owner(s) without participation from other owners, which expenses arise upon the provision of additional services by the Association upon request of the Owner, or for expenses otherwise incurred by the Association on behalf of an individual Owner or group of Owners pursuant to the terms of the Governing Documents.

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 or she is the Owner. Multiple Owners are jointly and severally liable for all Assessments. Except as provided in Section 3.12 below, whenever title to a Lot or Unit is transferred to 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 herein as to certain first 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 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 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 the 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:

- (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 expenses 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 Assessments 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 or Units 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 of the Association's Annual Assessments and Special Assessments due from the members in its Neighborhood to the Association and pay them all in a single lump sum to the Association at the beginning of each calendar quarter.

3.4 Individual Assessments. The Association may levy Assessments against one or less than all 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 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 collected in the same manner as Annual Assessments and Special Assessments.

3.5 Resale Working Contribution. The 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 Association an resale working contribution as the case may be. The amount of the resale working contribution shall be twenty-five (25%) percent of the current year's Annual Assessment. The funds derived from the resale working contributions shall be used at the sole discretion of the Association for any proper purpose. The resale working 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, or trust, 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's 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, and any other information required by the Act. 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 interest, late fees, costs and attorney's 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's 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's fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

3.8 Priority of Liens. Except as otherwise set forth in this Section 3.8, the Association's lien is effective from and shall relate back to the date on which the original Declaration was recorded. However, the priority of the Association's lien and the obligation for past due Assessments in relation to the holder of a first mortgage who obtains title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act. 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% of the amount of the delinquent installment, whichever is greater). Assessments, charges and installments thereon shall become due, and the 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's 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; Suspension of Voting and Use Rights. 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's fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address 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 notice of intent to file or foreclose a claim of lien. Additionally, the Association shall have the right, as permitted under the Act, if an Owner is more than ninety (90) days delinquent in paying any charge, Assessment or fine, to suspend the rights of the Owner, or the Owner's tenant, guest, or invitee, to use Common Areas and facilities and/or suspend the Owner's voting rights in the Association until any delinquent charge,

Assessment, fine, or other monetary obligation is paid in full. Notwithstanding the foregoing, the Association may not suspend an Owner's right to have vehicular and pedestrian ingress to and egress from the Lot or Unit, including, but not limited to, the right to park or to have utility services to the Lot or Unit.

3.11 Certificate as to Assessment / Mortgagee Questionnaire. Within ten (10) business days, or within the time required by the Act, after request by an 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 Owner with respect to the Lot or Unit have been paid, along with any other information required pursuant to the Act. The Association is not obligated to respond to a mortgagee questionnaire for a potential purchaser of a Lot or Unit or related to the refinancing by an Owner of a Lot or Unit. Should the Association agree to complete a mortgagee questionnaire, the Association may charge a fee not to exceed the maximum amount allowed by law plus attorney's fees, if any, to complete such mortgagee questionnaire.

3.12 Mortgage Foreclosure. If the mortgagee of a first 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 first mortgagee shall be liable for delinquent 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 to the maximum extent allowed under the Act. Any unpaid share of Common Expenses for which such first mortgagee is exempt from liability, if any, becomes a Common Expense collectible from all Owners, including such first mortgagee and his successors and assigns, in their respective pro rata shares. 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 Lots 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, with the exception of service vehicles during daylight hours for vendors actively providing service to an Owner, the Association, or a Neighborhood Association. There shall be no parking on grass within the Property. The Neighborhood Associations may establish additional parking for the roads in the Neighborhood not in conflict with the restrictions established by the Association.

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 transmission 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 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 Association. The 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 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, as 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:

(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.

(D) the right of the Associations to suspend the use of certain Common Areas and facilities for violations of the Act, the Governing Documents or delinquent Assessments as further provided in this Declaration, the Act, and the Bylaws.

4.9 Any Owner of a Lot or Unit in the Properties 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 and Irrigation Systems on Lots and Neighborhood Common Areas. The Association shall maintain the landscaping on and operate, repair, replace and maintain the irrigation systems on all Lots and Neighborhood Common Areas and the cost shall be a Common Expense of the Association. Notwithstanding the foregoing, the Association may charge an individual Owner or group of Owners in a Neighborhood an Individual Assessment for additional expenses incurred

by the Association should the Owner, or its guests, tenants, or invitees damage the landscaping or irrigation systems on such Owner's Lot, or within the Neighborhood.

5.2 Owner Maintenance. The individual 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.
- (C) Exterior painting and pressure washing of the residential buildings.

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 entering the Lot, Unit or Neighborhood Common Area, with or without consent of the Owner or Neighborhood Association. The Association may repair, replace or maintain any item which is in violation of the Governing Documents, or which constitutes a hazard to other people 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 levied as an Individual Assessment 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 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, and such expenses shall be charged to the Owner as an Individual Expense.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY; LANDSCAPE COMMITTEE

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. The ARB shall not prohibit and Owner of a Lot from installing "Florida-friendly landscaping", as defined by Florida Statutes, in addition to, or in lieu of, the landscaping provided by the Association, provided that any such Owner shall be responsible for maintaining such Florida-friendly landscaping at their expense. Further, any landscaping features an Owner or Neighborhood Association has obtained approval from the ARB or Landscaping Committee to install over and above the landscaping designed and maintained by the Association, shall be installed, maintained and replaced in good condition by such Owner or Neighborhood Association at their expense.

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 hereof, 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 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 of 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.

(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, fine 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.

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 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.

6.6 Landscape Committee. The Board of Directors has established the Landscape Committee for the purpose of evaluating areas for landscape improvement; developing plans for landscape improvements; overseeing the general landscape maintenance program, including grass cutting, shrubs, flowers, plant and tree trimming, and fertilizing; and overseeing the implementation of landscape improvement plans. The Landscape Committee is an advisory committee to the Board of Directors and shall consist of at least five (5) members, and shall be governed by this Declaration and guidelines which may be adopted from time to time by the Board of Directors.

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 provisions 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 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 Neighborhood 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 Neighborhood Association within Tarpon Cove shall take any action in derogation of the right 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 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, 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 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 person 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 the 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; Disruptive Behavior. Owners shall be responsible for the actions of all occupants of their Lot or Unit. Children under twelve (12) years of age shall be directly supervised by an adult to insure that they do not become a source of unreasonable annoyance to other residents. Any Owners, tenants, guests or other occupants may be temporarily removed from the Common Areas for loud, disruptive behavior or other disturbances or misbehavior by or on the instructions of the Association's management or Board members.

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 within the Property. 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 Owner 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. Birds shall be kept inside the home or 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. 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 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, law 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 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 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. Owners of Lots shall maintain their own 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 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 illegal, 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 or other portion of the Property 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.

All exterior lighting, except seasonal, shall be natural white light. 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. For purpose of this subsection (F), "seasonal" shall mean the holiday season beginning from November 15 and ending on January 15.

(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.

(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.

(L) Smoking and vaping shall be prohibited in all Common Areas and facilities of the Association.

8.14 Roads; Access Control. The roads within Tarpon Cove are not public roads and the use of same are controlled by the Association. The 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 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.

NEITHER THE ASSOCIATION NOR ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENT, 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 RESPONSIBIITY 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 one (1) month or greater than one (1) year. No home may 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 permanent occupants in a home shall not exceed two (2) persons per bedroom. The maximum number of occupants at any time in a residence where overnight guests are temporarily staying shall be the number of bedrooms times two (2), plus two (2). 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 Owner's agent must notify the 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 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. For the purposes of this Declaration, the term "lease" shall mean and include any and all contracts or agreements to allow short-term rental or use of a Lot or Unit by a non-Owner for payment. This Section is intended to apply to prohibit "Airbnb" or "VRBO" type rentals or arrangements that do not otherwise comply with the minimum and maximum terms and restrictions set forth in this Section 8.16 and the Association's Rules and Regulations.

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. If ownership of a Lot or Unit is to be held by a trust, corporation, partnership or other entity which is not a natural person the Owner 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.
2. House guests are 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. 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 Owners as a group to an 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 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, the Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard.

9.3 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association.

9.4 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying cost shall become part of the Association funds available for use as the Board may determine.

9.5 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 Owners for the deficiency. Such Special Assessments need not be approved by the Owners. The special assessment shall be added to the funds available for repair and restoration of the property.

9.7 Owner's Duty to Insure. Each 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 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 last 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 sixty-seven percent (67%) of the voting interests present and voting in person or by proxy at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment

to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

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 by permission or invitation of the Owner or his or her 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 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 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's fees. The Association has the right to assess, as an Individual Assessment, and Owner for any costs and attorney's fees incurred by the Association in efforts to cause the Owner, his or her family member, guest, or tenant, to come into compliance with the terms of the Governing Documents, whether or not a lawsuit is commenced. In any legal proceeding arising out of an alleged failure of a guest, tenant, residential Owner, officer, Director or the Association to comply with the requirements of the law, or the Governing Documents, as they may be amended from time to time, the

prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the court.

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 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:

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 ENSURE 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.

12.6 BY TAKING TITLE TO A LOT OR UNIT, EACH OWNER IS DEEMED TO ACKNOWLEDGE AND ACCEPT THAT THE ASSOCIATION'S GATE IS NOT INTENDED FOR SECURITY PURPOSES. IT IS EACH OWNER'S RESPONSIBILITY AND THEIR RESPECTIVE FAMILY MEMBER, GUESTS AND TENANT'S RESPONSIBILITY, TO UTILIZE THEIR OWN SECURITY MEASURES TO PROTECT THEIR PROPERTY AND PERSON.

13. FUTURE CORPORATE MERGERS. The Board 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 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.

14. CONFLICTS. In the event of a conflict between the language in any of the Governing Documents, the following priorities shall control:

1. Declaration;
2. Articles;
3. Bylaws; and
4. Rules and Regulations.

Exhibit "B"

**NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS
FOR PRESENT TEXT SEE EXISTING BYLAWS**

**AMENDED AND RESTATED BYLAWS
OF
TARPON COVE COMMUNITY ASSOCIATION, INC.**

1. GENERAL. These are Bylaws of Tarpon Cove Community Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety. Unless a different definition is provided in these Bylaws, all capitalized terms herein shall have the same meaning as defined in the Declaration and General Protective Covenants for Tarpon Cove, as amended.

1.1 Principal Office. The principal office of the Association presently shall be at American Property Management Services, LLC, 8825 Tamiami Trail East, Naples, FL 34113, however the Board of Directors may change the principal office from time to time without amending this Section.

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

2. MEMBERS. The members of the Association are the record owners of legal title to the Lots or Units. In the case of a residential Lot or Unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the residential Lot or Unit solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot or Unit in the member's name.

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

(C) Designation, in writing, of a Primary Occupant, which is required when title to a Lot or Unit is held in the name of a trust or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each residential Lot or Unit owned by them. The total number of possible votes (the voting interests) of the Association is the total number of residential Lots and Units in Tarpon Cove. The vote of a residential Lot or Unit is not divisible. The right to vote may be suspended for non-payment of Assessments or other monetary obligations to the Association that are delinquent in excess of 90 days, or, after an opportunity for a hearing is provided pursuant to the Act, for other violations of the Governing Documents or the Act. A Voting Interest allocated to a Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Act or pursuant to the Governing Documents. If a Lot or Unit is owned by one (1) natural person, the right to vote shall be established by the record title to the residential Lot or Unit. If a residential Lot or Unit is owned jointly by two (2) or more natural persons, that residential Lot's or Unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a residential Lot or Unit do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a residential Lot or Unit is other than a natural person, the vote of that residential Lot or Unit shall be cast by the residential Lot's, or Unit's primary occupant. All votes must be cast by an Owner or primary occupant or their properly designated proxy.

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

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

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

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year in the first calendar quarter at a date, time and place designated by the Board of Directors, for the purpose of seating Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and if the Members having at least twenty percent (20%) of the Voting Interests petition the Board to address and item of business, the Board shall take the petitioned item up on the agenda at the next regular membership meeting or a special meeting of the members, but not later than sixty (60) days after the Board's receipt of the petition. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice Meetings; Waiver of Notice. Notices of all members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed or transmitted to each member at the member's regular mail address as it appears on the books of the Association, or it may be furnished by personal delivery or electronic transmission. The members are responsible for providing the Association with any change of address whether regular mail or electronic mail. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a residential Lot or Unit is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least twenty percent (20%) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all residential Lot and Unit owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the residential Lot or Unit, specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Emailed electronic copies of proxies are acceptable. No proxy shall be valid if it names

more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned and one notice is posted on the Common Area. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

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

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

3.9 Minutes. Minutes of all meetings of the members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by members or their authorized representatives at all reasonable times. Minutes must be reduced to written form within thirty (30) days after the meeting.

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

4. **BOARD OF DIRECTORS**. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the

Board, subject to approval or consent of the residential owners only when such is specifically required.

4.1 Number of Directors. The affairs of the Community Association shall be governed by a Board composed of five (5) Directors. Except as otherwise provided elsewhere in these Bylaws each Neighborhood Association shall be entitled to elect one (1) Director to the Community Association Board.

4.2 Term and Qualifications. All Directors shall be members or spouses of members. All officers of a corporation, trust, partnership, beneficiary of a trust residing in the unit or other such owner shall be deemed to be members so as to be eligible to serve on the Board. In order to provide for a continuity of experience, the system of staggered terms previously established shall be maintained. All Directors shall serve a two (2) year term. All terms shall run from the first day of April of the year in which the Director was seated.

4.3 Nominations and elections. One (1) Director to the Community Association Board shall be elected from each Neighborhood Association. Each Director shall be elected by the voting interests of his or her respective Neighborhood Association and at the time and place at which the annual meeting of the Neighborhood Association is scheduled to occur regardless of whether a quorum is present. The election of Directors to the Community Association Board shall be conducted in the same manner and fashion as the election to the Neighborhood Association Board, utilizing the same procedure and process for nomination, election and balloting provided in the Governing Documents of the Neighborhood Association. If for whatever reason a Neighborhood Association fails to elect a Director to the Community Association Board then the remaining members of the Community Association Board shall have the authority and power to appoint any other eligible person to fill the seat for the full term thereof. Such appointee does not have to be from the Neighborhood Association that failed to elect a Director but must otherwise be eligible to serve as a Director.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason other than by a recall then the Board of Directors of the Neighborhood Association from which the Director was elected shall promptly within thirty (30) days, choose a successor who shall hold office for the remaining unexpired term. If for whatever reason a Neighborhood Association Board fails or refuses to select a new Director to the Community Association Board then the remaining members of the Community Association Board shall have the authority and power to appoint any other eligible person to fill the seat for the remainder of the unexpired term. Such appointee does not have to be from the Neighborhood Association that failed to select a Director but must otherwise be eligible to serve as a Director.

4.5 Recall. Any Director may be recalled from office with or without cause either by a vote or written agreement of a majority of the total number of voting interest in the Neighborhood Association of which the Director is a member in accordance with Chapter 720, Florida Statutes. His or her successor shall also be elected at the same time on the same agreement in writing or ballot. Any Director who is removed from office by recall is

not eligible to serve again on the Board for a period of at least two (2) years from the effective date of removal from office. A Director who is removed from office shall surrender to the Community Association within 72 hours any and all records and other property of the corporation in his possession.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after April 1 of each year, at such place and time as may be fixed and announced by the Directors at the annual meeting.

4.7 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the president or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege and except for meetings of the Board held for the purposes of discussing personnel matters, which meetings are not required to be open to members other than Directors. Notices of all Board meetings, with an agenda, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which Rules and Regulations affecting the use of a Lot or Unit or Special Assessments are to be considered shall specifically contain a statement that Rules and Regulations or Special Assessments will be considered and the nature of the rule or Special Assessments and shall be mailed, delivered or electronically transmitted and posted at least 14 days in advance of the meeting.

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

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall

be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

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

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Community are required to hold meetings that are open to members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of residential property owned by a member of the community may not vote by proxy or secret ballot.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttal presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which Tarpon Cove is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

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

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

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

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

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by a management company as directed by the Board or an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

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

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

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each residential unit. Such accounts shall designate the name and mailing address of each residential unit, the amount and due date of each Assessment or charge against the residential unit, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance and contingency reserves for unanticipated expenses. These funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments. The regular Annual Assessment based on an adopted budget shall be paid in quarterly installments, in advance, each year on January 1st, April 1st, July 1st and October 1st. Written notice of the Annual Assessment shall be sent to each Neighborhood Association at least twenty (20) days prior to the payment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. Each Neighborhood Association shall collect all 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 when due at the beginning of each calendar quarter. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the Annual Assessment is due, it shall be presumed that the amount of such payment is the same as the prior year's Annual Assessment. Any Assessments that are not paid when due shall be delinquent. Any Assessment not paid within ten (10) days after the due date shall accrue interest from the due date at the rate of eighteen percent (18%) per annum and shall incur a late fee in the amount of the greater of twenty-five dollars (\$25), or five percent (5%) of the amount of each Assessment installment that is paid past the due date, or the maximum administrative late fee permitted under the Act.

6.6 Special Assessments; Individual Assessments. Special and Individual Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or expenses applicable to one or less than all Lot or Unit owners that in the sole 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, or for such other purposes as are authorized by the

Declaration, Articles or these Bylaws. Special and Individual Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which a special or individual assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the Assessment has been levied must contain a statement of the purpose(s) of the Assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board of Directors. The premiums on such bonds are a common expense.

6.8 Financial Reports. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in Section 720.303(7), Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. Notice may be given via the Tarpon Cove web site or community TV channel.

6.9 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Lot Or Unit owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to the oldest outstanding unpaid Assessment.

6.10 Borrowing Money; Loans. The Board is authorized to borrow money on behalf of the Association in amounts and according to the terms it deems in its business judgment to be in the best interest of the Association.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

7. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend Rules and Regulations governing the use, maintenance, management and control of the Common Areas, Units and Lots and the operation of the Association. Copies of such Rules and Regulations shall be furnished to each residential unit owner.

8. **COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board of Directors may levy fines and/or suspensions against members, members' tenants and guests, or both, who commit violations of the Act, the provisions of the Governing Documents, and the Rules and Regulations, or who

condone such violations by their family members, guests or lessees. Fines shall be in the amounts deemed necessary by the Board to deter future violations, but in no event shall any single fine exceed the maximum amount allowed by law which is currently up to \$100 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The maximum accrued fine for a continuing violation shall not exceed \$1,000.00. Suspensions of the use of common areas and facilities may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

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

- (1) a statement of the date, time and place of the hearing;
- (2) a specific designation of the provisions of the Act, the Governing Documents or the Governing Documents and Regulations which are alleged to have been violated;
- (3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) the possible amounts of any proposed fine and/or possible voting rights and/or use rights of Common Areas or facilities to be suspended.

(B) Hearing. At the hearing of the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) residential Lot or Unit owners appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee approves the proposed fine and/or suspensions, the Board of Directors shall levy same. The fine and/or suspension may not be imposed if the committee does not approve the same.

(C) Collection of Fines. The fine shall be the personal obligation of the person fined and the fine may be collected in any manner allowed by law. If allowed by law the fine may become a lien against the Owners Lot or Unit and collected in the manner of collecting Assessment liens.

8.2 Correction of Health and Safety Hazards. Any violations of the Association Rules and Regulations which creates conditions on the property which are deemed by the Board

of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the residential Lot or Unit owner.

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

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of twenty percent (20%) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.

9.2 Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended at any time by the affirmative vote of at least sixty-seven percent (67%) of the voting interests present and voting in person or by proxy at a duly called meeting of the members of the Association.

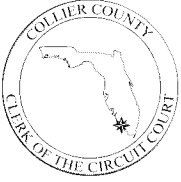
9.3 Effective Date: An amendment shall become effective upon the recording of a copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. MISCELLANEOUS.

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

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws, the Declaration and General Protective Covenants for Tarpon Cove, the Association's Articles of Incorporation or the Board adopted Rules and Regulations, the provisions of the Declaration and General Protective Covenants for Tarpon Cove shall prevail as the document of highest priority followed by the Articles of Incorporation, the Bylaws and then the Board adopted Rules and Regulations.



Crystal K. Kinzel
Clerk of the Circuit Court and Comptroller

Official Receipt

Customer	Deputy Clerk	Clerk Office Location
Auri Burnham SIMPLIFILE LC 5072 N 300 W PROVO, UT 84604-5652	Katrish A Pugh Katrish.Pugh@CollierClerk.com (239) 252-7242	Collier County Govt. Center Building LA, 2nd Floor 3315 Tamiami Trl E Ste 102 Naples, Florida 34112-4901

1 Document Recorded

DOC TYPE	INSTRUMENT	BOOK	PAGE	AMOUNT
Restrictions	5777694	5684	1537	\$384.00
TOTAL AMOUNT DUE				\$384.00
Deposit Account#: S-41050				(\$384.00)
BALANCE DUE				\$0.00

Note:
10/15/2019 10:18:34 AM Katrish A Pugh: Batch Name: 190419
Disclaimer: All transactions are subject to review/verification. The Clerk reserves the right to correct for clerical errors and to assess or refund charges as needed.