

PREPARED BY AND RETURN TO:  
Greenberg Nikoloff, P.A.  
1964 BAYSHORE BOULEVARD, SUITE A  
DUNEDIN, FL 34698

**CERTIFICATE AS TO  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS  
FOR  
VILLAS I AT RIVER STRAND**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 23<sup>rd</sup> of September, 2025, called for the purpose of voting on the proposed Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Villas I at River Strand, the original Declaration of Covenants, Conditions and Restrictions for Villas I at River Strand being recorded in O.R. Book 2513, Page 1769 et seq., and amended by that certain Certificate of Amendment of the Declaration of Covenants, Conditions and Restrictions for Villas I at River Strand being recorded at O.R. Book 2583, Page 4834 et seq, all of the Public Records of Manatee County, Florida, was duly adopted by the affirmative vote of at least two-thirds (2/3) of the voting interests of the Association. The Declaration is amended and restated in its entirety to read as reflected on the attached Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Villas I at River Strand, which is incorporated in its entirety herein by this reference. It is noted that the attached Exhibit "A" does not show underlining of newly added language or strikethroughs of stricken language; however, the Amended and Restated Declaration was presented to the membership for a vote with knowledge that the Amended and Restated Declaration is substantially reworded from the original text in the current governing documents, and is merely being recorded without such underlining and strikethroughs to present a clean and easy to read document.

IN WITNESS WHEREOF, VILLAS I AT RIVER STRAND ASSOCIATION, INC. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 24 day of September, 2025.

**VILLAS I AT RIVER STRAND  
ASSOCIATION, INC.**

(Corporate Seal)

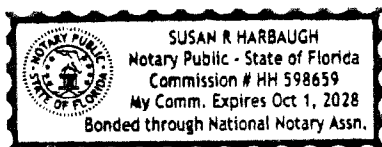
By: Maria J. Sasso  
MARIA J. SASSO, President

ATTEST:

Marilyn J. Ballard  
Marilyn J. Ballard, Secretary

STATE OF FLORIDA  
COUNTY OF ~~LEE~~ Manatee

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 24<sup>th</sup> day of September, 2025, by MARIA J. SASSO, as President and Marilyn Ballard, as Secretary, of VILLAS I AT RIVER STRAND ASSOCIATION, INC., and are personally known to me or have produced Florida Drivers License as identification.



Susan R. Harbaugh  
NOTARY PUBLIC

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR  
VILLAS I AT RIVER STRAND**

**[SUBSTANTIAL REWORDING OF THE DECLARATION. SEE THE ORIGINAL  
DECLARATION AND SUBSEQUENT AMENDMENTS FOR CURRENT TEXT]**

WHEREAS, this Amended and Restated Declaration amends and restates the Declaration of Covenants, Conditions, and Restrictions for Villas I at River Strand which was made by Lennar Homes, LLC, a Florida Limited Liability Company (hereinafter referred to as "Developer"), and recorded in Official Records ("O.R.") Book 2513, Page 1769 et seq. of the Public Records of Manatee County, Florida on March 9, 2014; and

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions for Villas I at River Strand was amended in O.R. Book 2583, Page 4834 et seq. of the Public Records of Manatee County, Florida (collectively the "Declaration"); and

WHEREAS, Lennar Homes, LLC was the owner of the real property described in **Exhibit "A"** to the original Declaration at the time of the original recording of the Declaration. Declarant, Lennar Homes, LLC, created thereon a residential neighborhood of One Hundred Thirty (130) single-family Villas or townhome units or sixty-five (65) buildings;

WHEREAS, the Association and its Members have decided to amend and restate the Declaration in its entirety as set forth herein, with the Amended and Restated Declaration to supersede and replace the original Declaration and any prior amendments and relate back to the original date of recording of the Declaration; and

WHEREAS, the Association and its Members have decided to amend and restate the Articles of Incorporation and Bylaws in their entirety as set forth herein as Exhibits attached to this Amended and Restated Declaration, with the Amended and Restated Articles of Incorporation and Bylaws to supersede and replace the original Articles and Bylaws and any prior amendments attached as Exhibits to the original Declaration; and

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions for Villas I at River Strand is hereby amended and restated in its entirety as follows:

**I. DEFINITIONS.** Certain words and phrases used in this Declaration and its recorded exhibits shall have the definitions, if any, specified in the Declaration of Covenants, Conditions, and Restrictions for Heritage Harbour Master Association, Inc., as originally recorded in the Official Records of Manatee County, Florida, in Book 1753, at Pages 6520 - 6624, as the same is amended from time to time, and the Declaration of Covenants, Conditions, and Restrictions for River Strand Golf & Country Club recorded in Official Records Book 2076, at Page 6453, of the Public Records of Manatee County, or as may be amended from time to time, if different, the meanings stated below, unless the context clearly requires otherwise.

**1.1** "**Architectural Review Committee**" or "**ARC**" means the committee described in Section 6 of this Declaration.

**1.2** "**Association**" means Villas I at River Strand Association, Inc., a Florida corporation not for profit.

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

**1.4** "**Common Areas**" means all portions of the Properties exclusive of the Lots.

**1.5** "**County**" A reference in any of the Governing Documents to "the County" or to any County other than Manatee County, Florida, is unintentional and shall be construed as intended to mean and refer to Manatee County.

**1.6** The entirety of this Section has been deleted and intentionally left blank.

**1.7** "**Declaration**" means this Declaration of Covenants, Conditions, and Restrictions for Villas I at River Strand, as amended from time to time.

**1.8** "**Family**" or "**Single Family**" means any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly and regularly 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 meeting the requirements of (B) above, except that there is among them not more than one person who is not so related to some or all of the others.

**1.9** "**Governing Documents**" means the Master Declaration, and the Articles of Incorporation and Bylaws of the Master Association, the Neighborhood Declaration, and the Articles of Incorporation and Bylaws of the Neighborhood Association as well as this Declaration, and the Articles of Incorporation and Bylaws of the Association. If there is conflict in the interpretation of the Governing Documents, the order of priority shall be the same as the order in which they appear in this Section 1.9.

**1.10** "**Guest**" means a person who is physically present in, or occupies a Villa on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

**1.11** "**Institutional Mortgagee**" means the holder of a mortgage against a Lot or Living Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any other institutional lender providing

financing of acquisition, development or construction, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot or Living Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Living Unit.

**1.12** "Lease" means the grant by a Villa owner of a right to occupy the owner's Villa for valuable consideration.

**1.13** "Living Unit" or "Villa" means any or all of the One Hundred Thirty (130) Villa residences, each designed for use and occupancy as a single-family residence. Wherever either term is used, it shall be interpreted as though it were followed by the words "and the Lot on which it is constructed," unless the context clearly requires another meaning.

**1.14** "Lot" means one or more of the One Hundred Thirty (130) numbered parcels of land into which the Properties have been subdivided, upon each of which a Living Unit has been constructed. Wherever "Lot" is used, it shall be interpreted as though it were followed by the words "and the Living Unit constructed thereon," unless the context clearly requires another meaning.

**1.15** "Master" or "Master Community" shall mean Heritage Harbour, which is operated by the Master Association and governed by the Master Declaration. The size of the Master Community may change from time to time as property is added and/or withdrawn by the developer of the Master Declaration.

**1.16** "Master Association" shall mean the Heritage Harbour Master Association, Inc., its successors and assigns.

**1.17** "Master Declaration" shall mean the Master Declaration of Covenants, Conditions and Restrictions for Heritage Harbour recorded in Official Records Book 1753, at Page 6520, of the Public Records of Manatee County, Florida, or as may be amended from time to time.

**1.18** "Neighborhood" means and refers to River Strand Golf & Country Club.

**1.19** "Neighborhood Association" means and refers to River Strand Golf & Country Club, Inc.

**1.20** "Neighborhood Declaration" means that certain Declaration of Covenants, Conditions and Restrictions for River Strand Golf & Country Club recorded in Official Records Book 2076, at Page 6453, of the Public Records of Manatee County, or as may be amended from time to time.

**1.21** "Common Areas" means all portions of the Properties exclusive of the Lots.

**1.22** "Occupant" when used in connection with a Villa, means a person who is physically present in the Villa on two or more consecutive days, including staying overnight. "Occupy" means the act of being an occupant.

**1.23** "Owner" or "Member" means a person who is the record owner of legal title to a Lot.

**1.24** "Primary Occupant" means the natural person approved for occupancy, together with that person's family, when legal title to a Villa is held in the name of more than two persons, or by a Director or a corporation or other entity, which is not a natural person, as further provided in Section 15.1 below.

**1.25** "Properties" mean all real property, which is subject to this Declaration, and includes both Common Areas and Lots.

**1.26** "Rules and Regulations" means the administrative rules and regulations governing use of the Common Areas and procedures for operating the Association and the Properties, as adopted, amended, and rescinded from time to time by resolution of the Board of Directors.

**1.27** "Service Charge" means a fee or charge against one or more owners, Lots, or Living Units for any service, material, or combination thereof, which may be provided by the Association for the use and benefit of the owner on a voluntary basis, such as contracting in bulk for repairs, services, materials, or maintenance. The amount paid or incurred by the Association on behalf of the owners accepting or receiving such material or service shall be a service charge against the Lots or Living Units so benefitted. The owner(s) are deemed to agree to such assessment by subscribing, requesting, or accepting the material or service.

**1.28** "Temporary" or "Temporarily" means not more than thirty (30) days in any period of six (6) consecutive months.

**1.29** "Villas I at River Strand" means, and is the name of, the Properties.

**1.30** "Villas I Documents" means this Declaration and all recorded exhibits hereto, as the same may be amended from time to time.

**2.** This Section is deleted in its entirety and remains intentionally left blank.

**3. ASSOCIATION; MEMBERSHIP; VOTING RIGHTS.** The operation of the Properties, and the management and ownership of the Common Areas shall be by The Villas I at River Strand Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

**3.1 Articles of Incorporation.** The Amended and Restated Articles of Incorporation of the Association are attached as **Exhibit "B"**.

**3.2 Bylaws.** The Amended and Restated Bylaws of the Association are attached as **Exhibit "C"** to this Declaration.

**3.3 Delegation of Management.** The Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance of the Common Areas, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents and Section 720 of the Florida Statutes, as amended from time to time.

**3.4 Board of Directors.** Except as expressly otherwise provided by law or by the Villas I Documents, the Association shall act through its Board of Directors and its officers, and no vote of the members shall be required. The officers and Directors of the Association have a fiduciary relationship to the members. An owner does not have the authority to act for the Association by virtue of being an owner.

**3.5 Association As Owner of Lots.** The Association has the power to purchase Lots and Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

**3.6 Members.** Every person or entity who is a record owner of a fee simple interest in any Lot shall be a member of the Association. Membership is appurtenant to, runs with, and shall not be separated from, the real property interest upon which membership is based. The burden of notifying the Association of a change of membership shall be borne by the new member; and the Association shall not be required to recognize a change of membership until the new member furnishes satisfactory proof of ownership.

**3.7 Membership Roster.** The Association shall maintain a current roster of names and mailing addresses of owners and primary occupants. A copy of the up-to-date roster shall be available to any owner upon request.

**3.8 Limitation on Liability.** Notwithstanding the duty of the Association to maintain and repair the Common Areas, and certain parts of the Villas, the Association is not liable to owners for property damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the association, or caused by the elements or owners or other persons.

**3.9 Powers and Duties.** The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation, and the Bylaws. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. If the Association has the authority to maintain a class action, the Association may be joined in an

action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of an individual owner or class of owners to bring any action which may otherwise be available.

**3.10 Member Approval of Certain Litigation**. Notwithstanding any other provisions of the Governing Documents, the Association must obtain the prior approval of at least two-thirds (2/3rds) of its voting interests before paying or obligating itself to pay legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) the collection of assessments;
- (B) the collection of other charges which members are obligated to pay;
- (C) the enforcement of the Governing Documents;
- (D) the enforcement of the rules and regulations of the Association;
- (E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or
- (F) filing a compulsory counterclaim.

**3.11 Official Records**. The official records of the Association shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the development. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

**3.12 Provisions of Neighborhood Declaration, Master Declaration, and The District**. Each Owner is subject to all of the terms and conditions set forth in the Neighborhood Declaration and Master Declaration, all of which, to the extent appropriate and to the extent the same do not conflict with the powers and duties of Association or the rights of Owners as contained in Chapter 720, Florida Statutes, are incorporated herein by reference. The Neighborhood and Master Associations shall each have all rights of pedestrian and vehicular access, ingress, and egress over and upon the Properties necessary to exercise its rights and privileges under the Neighborhood and Master Declarations. Each Unit Owner is subject to the Community Standards of the Neighborhood Community, as established under the Neighborhood Declaration. In addition to the foregoing, there are facilities constructed within the Properties,

which serve the Community or other neighborhoods. Each Owner acknowledges the existence of the District and the obligation to pay District Debt Service Assessments and District Maintenance Special Assessments as provided in the Master Declaration and Section 4 below. This Declaration is subject to the Neighborhood Declaration and the Master Declaration to the extent the same do not conflict. However, should a conflict occur, this Declaration shall prevail.

#### **4. Heritage Harbour North Community Development District.**

**4.1 Generally.** The Heritage Harbour North Community Development District (the "**District**") has been created within the Master Community. Portions of the Properties (other than the Living Units), Neighborhood, or Master Community may be owned by the District and maintained by the District including, without limitation, the drainage system, landscaping, lakes, Surface Water Management System, and/or utilities. In the event that any portion of the Properties, Neighborhood, or Master Community is owned by the District, such facilities shall not be part of the Common Areas of the Neighborhood or Master Community or Common Elements, but will be part of the infrastructure facilities owned by the District (the "**Facilities**").

**4.2 Creation of the District.** The District may issue special assessment bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of the Properties under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct, or reconstruct without limitation, the following: water and sewer facilities, environmental mitigation, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the Properties and other infrastructure projects and services necessitated by the development of, and serving lands, within the Neighborhood and/or Master Community (the "**Public Infrastructure**"). The estimated design, development, construction, and acquisition costs for the Facilities may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**District Debt Service Assessments**") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("**District Revenue Bonds**") may be repaid through user fees, franchise fees, or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("**District Maintenance Special Assessments**").

**4.3 District Assessments.** The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Manatee County and disbursed to the District or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments, or any other portion of

the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property, which could ultimately result in the loss of title to the property through the issuance of a tax deed. The total amount of District Maintenance Special Assessments is unknown at this time and may vary from year to year and from time to time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Unit as set forth in this Section 4. Failure to pay such sums may result in loss of property as set forth in this Section 4. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 4.2 above) certain Facilities, which may include, but are not limited to, roads, utilities, landscaping, and/or drainage system, as the District determines in its sole discretion.

**4.4 Common Areas and Facilities Part of District.** Portions of the Common Areas of the Neighborhood and/or Master Community may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. In the event that Developer conveys certain Facilities to the District, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas of the Neighborhood or Master Community. By way of example and not of limitation, the procedures respecting Developer's obligation to convey the Common Areas of the Neighborhood or Master Community will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS OF THE NEIGHBORHOOD OR MASTER COMMUNITY TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas of the Neighborhood or Master Community to either the District, Neighborhood Association, or Master Association, thereby making such Common Areas of the Neighborhood or Master Community part of the Facilities. The District, Neighborhood Association, or Master Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for the Facilities, or Neighborhood Association's and/or Master Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Facilities as set forth in this Section.

**4.5 Facilities Owned by District.** The Facilities may be owned and operated by the District or owned by the District and managed by Association, Neighborhood Association and/or Master Association. The Facilities may also be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Unit Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

**5. ASSESSMENTS.** The Association has the authority to levy assessments to pay common expenses. Common expenses include the expenses of the operation, maintenance, repair, replacement, or protection of the Common Areas and association property, the expenses of insurance for the Association and/or Directors and officers; the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as common expense by this Declaration or the Bylaws. If the Association enters into a contract for bulk service cable television, the cost of a duly franchised cable television service obtained pursuant to a bulk contract shall be a common expense.

**5.1 Covenants to Pay Assessments.** Declarant, for each Lot within the Properties, hereby covenants, and each subsequent owner of a Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Lot's share of annual assessments based on the annual budget of common expenses adopted by the Association;

(B) the Lot's share of special assessments for Association expenditures not provided for in the annual budget; and

(C) any special charge against one or more Lots specifically authorized in this Declaration or the Bylaws.

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The obligation to pay the assessments provided for herein commences as to each Lot on the day of the first conveyance of the Lot to an owner other than the Developer, except that no Lot shall be subject to assessment until a certificate of occupancy or like authorization has been issued by the county as to the Villa located on the Lot. The annual assessments, special assessments, and special charges, together with interest, late payment fees, costs, and reasonable attorney's fees, shall be the personal obligation of the owner, his heirs, devisees, personal representatives, successors, and assigns. In any conveyance of title to a Lot, voluntary or otherwise, the new owner shall be jointly and severally liable with the previous owner for all unpaid assessments and charges coming due prior to the time of such conveyance, without prejudice to the right of the new owner to recover from the previous owner any such amounts paid by the new owner. Except as provided in Sections 5.7 and 5.8 below as to certain persons acquiring title through foreclosure, or deed in lieu of foreclosure, of a first mortgage, no owner may be excused from the payment of assessments and charges unless all owners are similarly excused.

**5.2 Share of Assessments.** Each Lot and its owner(s) are liable for a share of all annual and special assessments levied by the Association, which share shall be a fraction of the whole, the numerator of which is the number "one" (1) and the denominator of which is the actual number of Lots in the Properties.

**5.3** This Section has been deleted in its entirety and was left intentionally blank.

**5.4 Establishment of Liens to Secure Payment.** Any and all assessments and charges levied by the Association, together with interest at the highest rate allowed by law, and other costs and collection (including, but not limited to attorney's fees) are hereby declared to be a continuing lien upon the Lot and Living Unit against which each such assessment or charge is made. The lien relates back to the date of recording this Declaration, and is superior to any Homestead rights any owner may acquire. No owner may exempt himself from personal liability, or release the Lot owned by him from the liens and charges hereof by waiving the use and enjoyment of the Common Areas, or by abandoning the Villa. The lien is perfected by recording a Claim of Lien in the Public Records of the county, setting forth the amount and due date of each unpaid assessment or charge. To be valid the Claim of Lien must be signed by an officer or authorized agent of the Association, and must contain the legal description of the Lot. A recorded Claim of Lien secures payment of all assessments or charges due at the time of recording, as well as all assessments or charges coming due subsequently, including all interest, late payment fees, attorney's fees, and costs incident to the collection process, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by the Claim of Lien, the party making payment is entitled to a satisfaction.

**5.5 Priority of Lien; Non-liability of Certain Acquirers of Title.** Except as may be otherwise expressly provided herein or by law, the Association's lien for unpaid assessments shall relate back to the date on which the original version of this Declaration was recorded. However, as to first mortgages of record, the lien is effective from or after the recording of a claim of lien in the public records or as otherwise provided in Chapter 720, Florida Statutes, as it may be amended from time to time. A lease of a Villa shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed. Any unpaid assessments or charges which cannot be collected shall be treated as common expenses, divided equally among, payable by, and assessed against, all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

**5.6 No Election of Remedies.** Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

**5.7 Institutional First Mortgagees.**

(A) The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title shall be governed by Chapter 720, Florida Statutes, as it may be amended from time to time. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

(B) The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

(C) The provisions of this subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

(D) In the event of the acquisition of title to a Lot by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as a part of a common expense of the Association, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

**5.8 Effect of Foreclosure or Judicial Sale.** Subject to the provisions of Section 5.7 hereof, an Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Owner, and is also jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Owner may have to recover from the previous Owner the amounts paid by the current Owner.

**5.9 Collection of Assessments.** If the owner of any Villa fails to pay any charge or assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on the unpaid amount, from the date payment is due until paid, at the highest rate allowed by law, as well as to impose a late payment fee of up to five percent (5% ) of the delinquent amount. This fee shall not be considered a "fine" as provided for in Section 13.3 below, and the procedural requirements for levying fines shall not apply to the imposition of late payment fees.

(B) To accelerate the due date for any and all remaining unpaid installments of the annual assessment against the owner's Villa for the fiscal year.

(C) To file an action in equity to foreclose its lien. Unless otherwise required by law, the lien may be foreclosed by an action in the name of the Association in the same manner as provided in Section 720.3085 of the Florida Statutes, as it may be amended from time to time.

(D) To bring an action at law for a money judgment against the owner, without waiving any lien foreclosure rights. The Association may refuse to accept any tendered payment that bears a restrictive endorsement, and such will be the equivalent of no payment. Payment by check is not deemed received until the check has cleared.

**5.10 Estoppel Information.** The Association shall, within fifteen (15) days after receiving a written request for same, certify to any owner, prospective purchaser of a Villa, or mortgagee in writing (sometimes referred to as an "estoppel letter") signed by an officer of the Association, setting forth whether all assessments and other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Villa owner.

**5.11 Termination of the Association.** If the Association no longer exists for any reason, and if no other community association has assumed its duties and functions, the Master Association and/or the Neighborhood Association shall have the power to perform all functions of the Association and shall be authorized to assess all owners for the cost of such services.

**6. ARCHITECTURAL AND AESTHETIC CONTROL.** The Association is seeking to create a neighborhood of architecturally harmonious homes. Among the techniques employed to accomplish this result is the use of certain carefully chosen colors for exterior paint and roof materials. In order to protect the integrity of the development plan and preserve the values of the Villas, no owner shall make any material change whatsoever in the exterior color of any portion of his Residence or any appurtenant structure, nor in the color or style of roofing materials used on the Residence or appurtenant structure, without prior written approval of Architectural Review Committee of the Association (the "ARC"). No building, structure, or other improvement shall be erected or altered on any Lot, nor shall any grading, excavation, landscaping, or other work which in any way materially alters the exterior appearance of any structure, Lot, or Common Area be performed without the prior written approval of the Board of Directors, as well as the ARC. In obtaining the written approval, owner, or any other person applying, shall comply with all applicable requirements and procedures of the Governing Documents. Refusal to approve proposed changes may be based on purely aesthetic reasons. The membership, term of office, composition, compensation (if any), qualifications, and procedures of the ARC shall be as provided in the Association Declaration and Bylaws of the Association. Notwithstanding the foregoing, each Owner may need to obtain concurrent approval from the Neighborhood Association and Master Association prior to any alteration.

**7. APPURTENANCES; PROPERTY RIGHTS; EASEMENTS.**

**7.1 Appurtenances to Each Lot.** The owners of each Lot have certain rights and obligations appurtenant to such ownership, including without limitation the following:

(A) Membership in the Association, and the right to cast one (1) vote in Association affairs, which rights shall be acquired and exercised as provided herein, and in the Articles of Incorporation and the Bylaws of the Association.

(B) The non-exclusive right to use the Common Areas for the purposes intended, subject to the restrictions and limitations provided in the Governing Documents.

(C) Beneficial ownership of an undivided share of the assets and common surplus of the Association equal to the owner's share of liability for the assessments levied by the Association as set forth in Section 5.2 above. The ownership of an undivided share of the common surplus does not entitle the owner to a distribution of the common surplus.

(D) Membership and voting rights in the Master Association, and the non-exclusive right to use Master Association Common Areas, subject to the restrictions and limitations provided in the Governing Documents.

(E) Membership and voting rights in the Neighborhood Association, and the non-exclusive right to use Neighborhood Association Common Areas, subject to the restrictions and limitations provided in the Governing Documents.

(F) Other appurtenances as may be provided in the Governing Documents. The appurtenances to a Lot and Living Unit automatically pass with the title, whether separately described or not, and cannot be separated from the title to the Lot and Living Unit. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Villas.

**7.2 Use and Possession.** An owner is entitled to exclusive use and possession of his Lot and Living Unit. He is entitled to non-exclusive use of the Common Areas in accordance with the purposes for which they are intended, but no use of any Lot, Villa, or Common Area may unreasonably interfere with the rights of other owners or residents. No Lot or Villa may be sub-divided or any part separately sold, leased, or otherwise transferred. Every owner, and his tenants, guests, and invitees, shall have a perpetual non-exclusive easement for ingress, egress, and access in, to and over the walkways and private roads laid out on the Master Association and Neighborhood Common Areas for use in common with all other owners, their tenants, guests, and invitees. The portions of the Common Areas not used for walkways, private streets, sidewalks, or driveways shall be for the common use and enjoyment of the owners and each owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as common open space, subject to recorded restrictions and regulation by the Association. These easements shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(A) The right and duty of the Association to levy assessments against each Lot for the upkeep, maintenance, repair, or betterment of the Common Areas and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board. No such easement shall materially interfere with the rights of the owners to use the Common Areas for the purposes intended.

(C) The right of an owner to the non-exclusive use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, and to his tenants, guests, and invitees, subject to regulation from time to time by the Association.

**7.3 Title to Common Areas.** The Developer has conveyed the Common Areas to the Association by Quit-Claim Deed, and the Association has accepted such conveyance, subject to restrictions, limitations, conditions, reservations, and easements of record. From the date the original version of this Declaration was recorded, the Association shall be responsible for the maintenance and operation of the Common Areas, and any improvements and personal property thereon.

**7.4 Partition; Separation of Interests.** There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall any owner or any other person acquiring any interest in the Properties, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Lot and Living Unit owned in co-tenancy. The ownership of any Lot and the ownership of the Villa constructed thereon may not, however, be separated or separately conveyed, nor may any person who does not have an ownership interest in at least one Lot and Living Unit hold membership in the Association.

**7.5 Easements.** Each of the following easements and easement rights is reserved through the Properties and is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Properties. Any lien encumbering these easements shall automatically be subordinate to the rights of the owners with respect to such easements. Each Lot shall be subject to an easement in favor of all other portions of the Properties for the location of utilities, for the location of, and access for the operation, maintenance, repair, and replacement of plumbing, electrical, mechanical, and HVAC equipment (including but not limited to air conditioning compressors, conduits, lines, and other apparatus) which may be situated on certain lots but serves neighboring lots, for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of party walls, and shared structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving the Properties.

(A) **Utility and other Easements.** The Association has the power, without the joinder of any owner, to grant, modify, or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Properties, and to relocate any existing easements in any portion of the Properties, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Properties. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

(B) Encroachments. If for any reason other than the intentional act of the owner or the Association, any Villa encroaches upon any of the Common Areas, upon any other Lot, or any Neighborhood Common Area or Master Common Area encroaches upon any Lot, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

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

(D) Drainage. A perpetual, non-exclusive easement shall exist in favor of the Association, the Neighborhood Association, the Master Association, the District, and their employees or other designees for the use of drainage areas established throughout the Properties, and an easement for ingress, egress, and access to enter any portion of the Properties in order to construct, maintain, or repair, as necessary, any drainage areas and facilities thereon and appurtenances thereto, specifically including without limitation, access over and across portions of the Common Areas by utility companies to utilize such areas for facilities for the transporting of treated effluents for irrigation purposes. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section or the use rights set forth elsewhere in the Governing Documents.

## **8. MAINTENANCE; IMPROVEMENTS.**

**8.1 Maintenance of Common Areas**. Except as otherwise provided herein, the Association shall maintain, repair, and replace any and all improvements constructed on the Common Areas, including without limitation all landscaping, the components of the irrigation systems, including but not limited to the tap into the main line, timers, switching devices and heads, drainage structures, utility lines, walkways, light fixtures, and other structures. Additionally, where the Common Areas are contiguous to the right-of-way of a road, the Association shall maintain all landscaping (if any) between the Common Areas and the pavement within such right-of-way. The Association shall obtain the written approval of the ARC before making any material alterations or substantial additions to the Common Areas.

**8.2 Maintenance of Lots and Villas**. Each Owner must maintain his or her Lot, including, without limitation, all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard as determined by the ARC, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Association pursuant to this Declaration or any Amended Declaration or additional covenants applicable to such Lot. In addition, each Owner shall maintain the sidewalk and landscaping located between the boundary

of such Owner's Lot and the back-of-curb of any roadway lying adjacent to the boundary of his or her Lot, unless the Association assumes all or part of such maintenance responsibility, and then only to the extent not assumed by the Association.

- (a) The Association shall be responsible for:
- (i) maintenance (including, mowing, fertilizing, watering, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping that were installed on the Lot as part of the initial construction of the Lots, specifically excluding any enclosed courtyard, patio, or other area not readily accessible from outside the dwelling;
  - (ii) painting of all exterior painted portions of any dwelling, including any garage, garage door, exterior doors, shutters, fascia on the dwelling, and any fence or perimeter walls erected along the Lot boundaries as part of the original construction on the Lots or any replacement thereof ("Boundary Fences");
  - (iii) operation, maintenance, repair, and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, and time clocks) serving the Lots, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Lot;

The Association's responsibility to maintain, repair, or replace items or components listed above is limited to the maintenance, repair and replacement due to ordinary wear and tear and not a result of a casualty event. If any items or components for which the Association has responsibility to maintain, repair, or replace suffer damage or are in need of replacement as a result of a casualty event, then the Owner bears the sole responsibility for making these repairs or replacements at the Owner's sole cost and expense.

The Association shall not be responsible for any maintenance or repairs to any glass surfaces, any screening, anything contained within any dwelling, garage, or courtyard, or any landscaping, improvements, or modifications added or made to any Lot after the conveyance of the Lot by Developer.

All other portions of the Lots (and the improvements located thereon) shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot) and all landscaping located in the rear of the Lot.

(b) Developer or a builder may have constructed or installed drainage swales, drainage lines, and/or other equipment on a Lot for the purpose of managing and/or containing the flow of surface water, if any, found upon such Lot from time to time. Except to the extent that such responsibility is assigned to or assumed by the Association pursuant to this Declaration

or any Amended Declaration, each Owner shall be responsible for the maintenance, operation, and repair of such drainage swale(s), drainage lines, and other equipment on his or her Lot. Maintenance, operation, and repair shall mean and include, without limitation, the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the Southwest Florida Water Management District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale, drainage lines, and other equipment returned to its former condition as soon as possible by the Owner(s) of the Lot upon which the drainage swale, drainage lines, and other equipment is located.

(c) Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement. The maintenance, repair, replacement, and other obligations of the Association and Owner specified in this Declaration shall be performed as and when the Board determines it necessary to maintain the property to a level consistent with the Community-Wide Standard.

**8.3** This Section is deleted in its entirety and remains intentionally left blank.

**8.4** **Enforcement of Maintenance**. If the owner of a Villa fails to maintain it 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, with or without consent of the owner. The Association may repair, replace, or maintain any item which constitutes an immediate hazard to other property or residents, or which has a material adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be assessed against the owner, together with reasonable attorney's fees and other expenses of enforcement.

**8.5** **Negligence; Damage Caused by Condition in Villa**. The owner of each Villa shall be liable for the expenses of any maintenance, repair, or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees, only to the extent that such expense is not met by proceeds of insurance. Each owner has a duty to maintain his Villa, and the personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Villas, the Common Areas, or the property of other owners and residents. If any condition, defect, or malfunction, resulting from the owner's failure to perform this duty causes damage to other Villas, the Common Areas, Association property, or property within other Villas, the owner of the offending Villa shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Villas involved is not occupied at the time the damage is discovered, the Association may enter the Villa without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

**8.6 Alterations and Additions.** Funds necessary for material alterations or substantial additions to the Common Areas by the Association may be levied as special assessments by the Association only upon prior approval by a majority of the whole Board of Directors and approval by two-thirds (2/3rds) of the voting interests present and voting at a meeting called for the purpose. Prior to the commencement of any such project relating to the Common Areas or to the buildings, the Association shall obtain the written approval of the Master Association and Neighborhood Association, to the extent necessary. However, if changes that are necessary to enable the Association to perform its legal duty to protect, insure, maintain, repair, or replace the Properties also happen to constitute material alterations or substantial additions, no prior approval by the owners is necessary.

**8.7 Pest Control.** The Association may elect to supply pest control services for the inside of each Villa, with the cost thereof being assessed to the individual Villa as a Special Charge Assessment. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of other Villas, in which case the owner must either permit the Association's pest control company to enter his Villa, or employ a licensed pest control company of his own selection to enter his Villa on a regular basis to perform pest control services and furnish written evidence thereof to the Association.

**8.8 Hurricane Shutters.** Notwithstanding anything to the contrary above, the Board of Directors shall adopt, with the approval of the ARC, a model, style, and color of hurricane shutter as a standard for use in the Properties. No hurricane or storm shutters except the standard model, color, and style adopted by the Board of Directors and approved by the ARC shall be used.

## **9. INSURANCE OF VILLAS; RECONSTRUCTION AFTER CASUALTY.**

**9.1 Duty to Insure and to Reconstruct.** Each owner shall at all times maintain full replacement value property insurance on all portions of insurable improvements situated on his Lot including, but not limited to, all structural improvements of the Villa or Living Unit itself which has been constructed on the Lot. If any Villa or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane, or other casualty, the owner of such Villa or improvements shall cause repair or replacement to be commenced within sixty (60) days from the date that such damage or destruction occurred, and complete the repair or replacement within six (6) 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 boundary of the original improvements; and shall be structurally compatible with any adjoining improvements which share a party wall as that term is defined in Section 10.1 below. The Association has the right to require each owner to produce proof of insurance at least annually, but the Board of Directors may decide at a duly-noticed Board meeting to require the production of proof of insurance more frequently than annually.

**9.2 Failure to Reconstruct.** If the owner of any Lot fails to commence or complete construction, or repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.1 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(s) of the Lot shall be deemed to have assigned to the Association any insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the owner of the Villa any costs not paid by insurance, and shall have a lien on the Lot and Villa to secure payment.

**9.3 Association's Right of Entry.** For the purpose of performing the duties authorized by this Section 9, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the owner, to enter upon the Lot at reasonable hours.

## **10. PARTY WALLS.**

**10.1 Definition.** Any wall which is built as part of the original construction of any Villa subject to this Declaration and placed on the dividing line between adjoining Villas and Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 10, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

**10.2 Cost of Repairs.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who share the wall.

**10.3 Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any owner who uses the wall may restore it, and if any other owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of or to the exclusion of, the repair obligations of the Association under Section 10.2 above.

**10.4 Weatherproofing.** Notwithstanding any other provision of this Section 10, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**10.5 Contribution.** The right of any owner to contribution from any other owner(s) under this Declaration shall be appurtenant to the land and shall pass to such owner's successors in title.

**10.6 Binding Arbitration.** Any dispute concerning a party wall shall be submitted to arbitration under Chapter 682, Florida Statutes. Each party shall choose one arbitrator, and the

arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

**11. ASSOCIATION INSURANCE.** Insurance shall be carried and kept in force at all times in accordance with the following provisions:

**11.1 Association Insurance: Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Association as agent for the owners without naming them, and their mortgagees.

**11.2 Required Coverage.** The Association shall maintain adequate liability insurance and casualty insurance covering all insurable Common Area improvements, with coverage equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford the following protection:

(A) **General Liability.** Operations liability for bodily injury and damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the owners as a group to any single owner.

(B) **Fidelity Bonding.** Adequate fidelity bond coverage for all individuals having control of or access to Association funds.

**11.3 Optional Coverage.** The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and owners. Some common examples are:

(A) Directors and Officers Liability.

**11.4 Description of Coverage.** A detailed summary of the coverages included in the Association's policies shall be available for each owner upon request. All Association insurance policies shall be available for inspection by owners upon request.

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

**11.6 Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, and all proceeds shall be payable to the Association.

**11.7 Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Association's common surplus.

**11.8 Association as Agent.** The Association is hereby irrevocably appointed agent for each owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Villas.

## **12. GENERAL COVENANTS AND USE RESTRICTIONS.**

**12.1 Residential Use.** Each Villa shall be occupied by only one family and its temporary guests at any time, as a residence and for no other purpose. No time-sharing, business, or commercial activity shall be conducted in or from any Villa. No person may publicly advertise the address of a Villa as the address of any business. The use of a Villa as a public lodging establishment shall be deemed a business or commercial use. This Section 12.1 shall not be construed to prohibit any Villa occupant from maintaining a personal or professional library, from keeping his personal, business, or professional records in his Villa, or from handling his personal, business, or professional telephone calls, written correspondence, or other communications in and from his Villa. Such uses are expressly declared customarily incident to residential use. This Section 12.1 is, however, intended to prohibit commercial or business activity by an owner which would noticeably change the residential ambiance of the Properties, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Properties by persons making deliveries or pick-ups, or by employees and business associates, or by customers and clients.

**12.2 Occupancy of Villa when Owner is not in Residence.** An owner may occasionally allow family, friends, or business associates in reasonable numbers to temporarily occupy his Villa in his absence. Except as otherwise provided in Section 16.1 below, this provision is not intended to allow any owner to use his Villa as short-term transient accommodations for several individuals or families. The owner must register all guests with the Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The owner is responsible for the conduct of his guests. When the owner is not in residence, no more than six (6) overnight occupants are allowed at any time.

**12.3 Leasing.** No portion of a Living Unit (other than an entire Living Unit) may be rented. All leases shall be in writing and on forms approved by Association and shall provide (or, if it does not provide, shall be automatically deemed to provide) that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, and restrictions of this Declaration (and all Exhibits hereto) and with any rules and regulations adopted by the Association from time to time (before or after the execution of the lease) and (ii) Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and Bylaws of Association, applicable Rules or other applicable provisions of any agreement, document, or instrument governing the Properties or administered by Association. Landlord is obligated to sufficiently assure the Board that no Home or Living Unit will be occupied by any sexual offender or predator or anyone who has been arrested or adjudicated as a sexual offender or predator. Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. Each lease must be for a minimum period of thirty (30) days, and any lease must be approved by the Neighborhood Association prior to the effective date of any lease. No subleasing or assignment of lease rights

by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant. Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by law) be deposited into an account maintained by Association as permitted by law. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 12.3 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

**THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING VILLAS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A VILLA MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.**

**12.4 Nuisance.** No member shall use or permit a Villa to be used in any manner which would be unreasonably disturbing, detrimental, or a nuisance to the occupant of another Villa or which would not be consistent with the maintenance of the highest standards for the first class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Villa and the Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly, or offensive activity shall be carried on upon any Lot or in any Villa, nor shall any owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

**12.5 Temporary Structures.** Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents, or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent.

**12.6 Signs.** In order to maintain an attractive community, no sign, banner, advertisement, or poster shall be exhibited, displayed, inscribed, painted, or affixed, in, on or upon any part of the Properties unless first approved by the Neighborhood Association in writing. This provision includes signs inside of Villa windows or the windows of motor vehicles.

**12.7 Appearance; Refuse Disposal.** Each owner shall keep his Lot and Villa free of trash and debris and shall reasonably maintain his Villa. Personal property of residents shall not be left on the lawns or landscaped areas outside the Villas. Trash, garbage, or other waste must be kept in appropriate containers suitably screened from view from the street and adjacent Lots. Porches and lanais shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

**12.8 Maintenance.** The Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Lot owner is given no less than five (5) days' notice of the Association's intent to do so, which reasonably specifies the proposed action. The Association shall charge the expense of same against the owner of the Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Association's attorney fees and other costs in connection with the lien and foreclosure.

**12.9 Awnings and Windows.** Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval and control of the ARC.

**12.10 Fences.** No fence, wall, hedge, or other physical and visual barrier shall be erected in the Common Areas, except as originally installed by Developer, or as approved by the ARC.

**12.11 Driveways.** Driveways must be paved with paver blocks or another hard surface approved by the Association. Maintenance and repair of all driveways shall be the responsibility of the Lot owner. Lot owners must keep their driveway clean and free from excessive oil, rust, or other unsightly stains, weeds, and mold.

**12.12 Water Supply; Wells; Water Rights.** Each Living Unit shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Heritage Harbour and River Strand. No owner may install or operate a private well for any reason, including operation of a water source heat pump.

**12.13 Landscaping.** All landscaping, including without limitation, trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained by the Association. No landscaping shall be added, augmented, replaced, cut down, destroyed, or removed without the prior written approval of the ARC. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon any Lot outside of the Villa and the Villa's privacy walls, unless approved by the ARC.

**12.14 Pets.** Each Living Unit may house up to two (2) animals, which may only be domestic cats and/or dogs, unless such animals are of a breed prohibited by County, City, or any other ordinance. Any Owner who keeps or maintains any pet, in exchange for and in consideration of the privilege to keep the pet, hereby indemnifies and holds 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. Association may prohibit other breeds of dogs that the Board considers dangerous in its sole discretion. Further, each Living Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Owners. Pets shall not be allowed on or about the Common Areas except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the

balcony, patio, or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry, or livestock shall be raised, bred, or kept on the Properties. No pets or other animals shall cause or be the source of annoyance, nuisance, or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Association or in any way causes any damage to the property. Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Living Unit and pets permanently housed in a Living Unit.

**12.15 Parking and Storage of Vehicles.** Except for service vehicles temporarily present on the property, owners and occupants of Villas I may not park, store, or keep on the property any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, house trailer, mobile home, motor home, bus, tractor, or any other such vehicle, unless it is enclosed within a garage. No person may park, store, or keep any motor vehicle on grassed or landscaped areas, or any places outside of paved driveways, garages, or other designated parking areas. Vehicles which are in wrecked, junked, partially dismantled, inoperative, or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each owner is specifically cautioned that he and the other occupants of his Villa may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this paragraph "kept" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home, and the like may be kept more than two (2) times in any month. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning.

**12.16 Antennas, Radio Equipment, Solar Panels, and Flagpoles.** No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes, solar panels, or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed, or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part I, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location, and maintenance of any antennae and any solar panels. The Master Association may adopt and enforce reasonable rules limiting installation of permissible solar panels, dishes, or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae and solar panels shall be installed in compliance with all federal, state, and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the ARC. Regarding approval of such flagpole, the ARC shall follow the provisions of Florida Statute Chapter 720.304, as

amended from time to time. An approved flagpole shall not be used to mount an antenna. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment.

**12.17 LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THERE SHALL BE NO TRIMMING OF POND GRASSES, THE ADDITION OF SAND, OR ANY PERSONAL CHANGE TO THE AREA. THE NEIGHBORHOOD ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, WHICH MAINTENANCE WILL BE MAINTAINED TO THE GREATEST DEGREE LAWFUL BY THE MASTER ASSOCIATION.**

No person shall undertake or perform any activity in Conservation Areas described in the approved permits and Plats of Heritage Harbour and River Strand, or remove native vegetation that becomes established within the Conservation Areas and without prior written approval of the ARC, the County, and the Southwest Florida Water Management District. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash, or land clearing debris, and construction or maintenance of any building, Unit, or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting.

**12.18 Open Space.** Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area, or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment thereof for open space purposes.

**12.19 Lakes; Water Retention Ponds.** No Lot, Tract, Parcel, or Common Area shall be increased in size by filling in any lake, pond, or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the ARC and the District. No person other than the Association, Neighborhood Association, or the Master Association may draw water for irrigation or other purposes from any lake, pond, or other water management area, nor is any boating, swimming, or wading in such areas allowed.

**DUE TO NATURAL CONSEQUENCES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, WIND AND WAVE ACTION, ALL HOMEOWNERS ARE HEREBY PLACED ON NOTICE THAT PROPERTIES ADJACENT TO THE LAKE AND/OR WATER BODY BANK AREAS AND THE LAKE AND/OR WATER BODY BANK AREAS THEMSELVES MAY BE SUBJECT TO EROSION, AVULSION, ALLUVION, ACCRETION, DERELICTION AND/OR RELICTION.**

**THEREFORE, MAINTENANCE, REGRADING, AND/OR OTHER REPAIRS MAY BE REQUIRED TO MAINTAIN THE PROPERTIES ADJACENT TO THE LAKE AND/OR WATER BODY BANK AREAS AND THE LAKE AND/OR WATER BODY BANK AREAS THEMSELVES IN THEIR ORIGINAL STATE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LAKE AND/OR WATER BODY BANK AREAS ARE SUBJECT TO THE SAME MAINTENANCE, REPAIR, AND/OR REPLACEMENT PROVISIONS AS COMMON AREA AND ARE THE RESPONSIBILITY OF THE MASTER ASSOCIATION AS A COMMON EXPENSE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, PROPERTIES ADJACENT TO THE LAKE AND/OR WATER BODY BANK AREAS ARE SUBJECT TO THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT PROVISIONS SET FORTH IN THE GOVERNING DOCUMENTS AND ARE THE RESPONSIBILITY OF THE OWNER AT HIS OR HER OWN COST.**

**NEITHER THE ASSOCIATION NOR THE CDD SHALL BE LIABLE IN ANY WAY FOR ANY MAINTENANCE, REGRADING, AND/OR OTHER REPAIRS ON ACCOUNT OF SUCH EROSION, AVULSION, ALLUVION, ACCRETION, DERELICTION AND/OR RELICTION.**

**12.20 Lanai and Front Porch.** Owners shall be allowed to enclose and/or screen in the front porch or back lanai of the home, only with prior written approval of the ARC. The Association shall have no maintenance responsibility for any improvements made by the owners to the porch or lanai, and all owners shall immediately remove said improvements upon notice by the Association if said improvements were installed without prior approval or were installed contrary to prior plans and specifications submitted to the ARC for approval, in the sole discretion of the ARC.

**12.21 Flags.** Owners may display one portable, removable United States flag in accordance with Section 720.304 of the Florida Statutes, as same may be amended from time to time. Owners may not maintain any other flags, signs or displays on the front portion of the property.

**13. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.** Every owner, and all guests, tenants, and occupants of Villas, shall at all times comply with Chapter 720, Florida Statutes, the Governing Documents, and the rules of the Association. Before undertaking any remedial, disciplinary, or enforcement action against a person alleged to

be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Each member and the member's tenants, guests, and invitees, and the Association, are governed by, and must comply with, this Chapter 720, the governing documents of the Neighborhood, and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

- (A) The Association;
- (B) A member;
- (C) Any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
- (D) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section does not deprive any person of any other available right or remedy.

**13.1 Enforcement Action.** Judicial enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**13.2 Self-Help Remedies.** Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the owner of the land, any construction or other violation that may be or exist thereon. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

**13.3 Suspension of Common Area Use Rights; Fines.** The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities, and may levy reasonable fines, not to exceed the amount allowed by law, against any member or any tenant, guest, or invitee.

(A) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an

officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(B) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

(C) Suspension of common area use rights shall not impair the right of an owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(D) Collection of Fines. A fine shall be treated as a special charge due to the Association thirty (30) days after written notice from the Association to the owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may be the subject of a late payment fee

(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such owner.

#### **14. Master Association and Neighborhood Association.**

**14.1 The Master Association**. By taking title to a Lot, an owner also becomes a member of the Heritage Harbour Master Association, Inc. (The "Master Association") and is subject to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for Heritage Harbour as originally recorded in Book 1753, at Pages 6520- 6624, in the Official Records of Manatee County, Florida, (the "Master Association Declaration"), as it may be amended from time to time.

**14.2 Master Association Assessments**. Pursuant to the Master Association Declaration, the Master Association has the right to assess its members for all expenses incurred in the performance of its duties. These assessments are collected directly by the Master Association from each member.

**14.3 Notices to Master Association**. Copies of all amendments to this Declaration, the Articles of Incorporation, and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be forwarded to the Master Association no later than fifteen (15) days after recording in the public records of the county. The Association shall also provide a current list of the names and mailing address of all owners within fifteen (15) days after receiving a written request for same from the Master Association.

**14.4 The Neighborhood Association.** By taking title to a Lot, an owner also becomes a Social Member of the River Strand Golf and Country Club, Inc. (The "Neighborhood Association") and is subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for River Strand Golf & Country Club recorded in Official Records Book 2076, at Page 6453, of the Public Records of Manatee County, Florida, (the "Neighborhood Association Declaration"), as it may be amended from time to time.

**14.5 Neighborhood Association Assessments.** Pursuant to the Neighborhood Association Declaration, the Neighborhood Association has the right to assess its members for all expenses incurred in the performance of its duties. These assessments are collected directly by the Neighborhood Association from each member.

**14.6 Notices to Neighborhood Association.** Copies of all amendments to this Declaration, the Articles of Incorporation, and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be forwarded to the Neighborhood Association no later than fifteen (15) days after recording in the public records of the county. The Association shall also provide a current list of the names and mailing address of all owners within fifteen (15) days after receiving a written request for same from the Neighborhood Association.

**14.7 Termination of the Association.** If the Association is terminated or shall cease to exist for any reason, and no other Association has assumed its duties and functions, the Neighborhood and/or Master Association shall maintain all Common Areas and otherwise perform all functions of the Association, and shall be authorized to assess all owners for the cost of such services.

**15. TRANSFERS OF OWNERSHIP OF VILLAS.** In order to foster a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Villas and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Villa by an owner other than the Developer shall be subject to the following restrictions, which each owner covenants to observe:

**15.1 Forms of Ownership.**

(A) One owner. A Villa may be owned by one natural person who has been approved as provided herein.

(B) Co-ownership. Co-ownership of Villas is permitted. However, if the proposed co-owners are other than husband and wife, the Board shall condition its approval upon designation of one of the approved co-owners as "primary occupant," and the use of the Villa by other persons shall be as though the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 15.

(C) Ownership by Corporations or Trusts. A Villa may be owned in trust, or by a corporation, partnership, or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Villa may be used as short-term transient accommodations for several individuals or families. The approval of a Director, or corporation or other entity as an owner shall be conditioned upon designation of one natural person to be the "primary occupant", and the use of the Villa by other persons shall be as though the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 15. No more than one such change will be approved in any twelve-month period.

(D) Life Estate. A Villa may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member from such Villa, and occupancy of the Villa shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

## **15.2 Transfers.**

(A) Sale or Gift. No owner may effectively convey title to a Villa or any interest therein by sale or gift without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any owner acquires his title by devise or inheritance, his right to occupy or use the Villa shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the decedent's lawful spouse or related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, his right to occupy the Villa shall be subject to the approval of the Association under the procedure outlined in Section 15.3 below.

## **15.3 Procedures**

### **(A) Notice to Association**

1. Sale or gift. An owner intending to make a sale or gift of his Villa or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the

name, and address of the proposed purchaser or donee and such other information as the Board may reasonably require.

2. Devise, Inheritance, or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Villa following the procedures provided in this Declaration.

3. Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

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

**(C)** Disapproval.

1. The Board may disapprove a transfer of ownership only if a majority of the whole Board so votes, after receiving a written opinion of counsel that such disapproval is for a good cause. Only the following shall be deemed to constitute good cause:

a. The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Properties;

b. The person seeking approval has a history of disruptive behavior or an attitude of disregard for the rights and property of others, as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, owner, or occupant of a Living Unit in Heritage Harbour; or

c. The person seeking approval failed to provide the information and appearance required to process the application in a timely manner or concluded the transaction without obtaining approval.

**15.4** Exception. The provisions of Sections 15.2 and 15.3 do not require Association approval of the acquisition of title by any acquirer who acquires title through an institutional mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Association approval is required for a purchaser from such mortgagee.

**15.5 Unapproved Transfers.** Any sale or transfer which is not approved pursuant to the terms of this Declaration shall be void or voidable unless subsequently approved by the Board.

**16.** This Section is deleted in its entirety and remains intentionally left blank.

**17.** This Section is deleted in its entirety and remains intentionally left blank.

**18. DURATION OF COVENANTS; AMENDMENT OF DECLARATION.**

**18.1 Duration of Covenants.** The covenants, conditions, and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Master Association, any owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of the recording of the Master Association Declaration in the public records of the county. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of potential successive ten (10) year renewal periods 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, unless during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least three-fourths (3/4ths) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of the meeting. If the members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. The certificate shall be recorded in the public records of the county, and may be relied upon for the correctness of the facts recited therein as they relate to the termination of this Declaration.

**18.2 Proposal.** Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests. Any amendments so proposed must be submitted to a vote of the owners not later than the next annual meeting.

**18.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Villas I Documents, this Declaration may be amended at any time if a duly proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests of the Association present in person or by proxy and voting at any annual or special meeting called for the purpose, provided that the text of each proposed amendment has been given to the members with notice of the meeting. However, no amendment shall be effective to change the share of liability for assessments or ownership of the common surplus of the Association, or the voting rights, appurtenant to any Villa, unless the owner and his institutional mortgagee (if any) consent in writing to the amendment.

**18.4 Certificate; Recording.** A copy of each 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 this Declaration is recorded, and shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the county.

## **19. GENERAL PROVISIONS.**

**19.1 Waiver.** Any waiver by any person of any provisions of this Declaration, or breach thereof, must be in writing to be effective, and shall not operate or be construed as a waiver of any other provision or subsequent breach.

**19.2 Severability.** If any Section, subsection, sentence, clause, phrase, or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and its invalidity shall not affect the validity of the remaining portions.

**19.3 Headings and Capitalization.** The headings of the sections, subsections, paragraphs, and subparagraphs herein, and the capitalization of certain words, are for convenience only, and are not intended to affect the meaning or interpretation of the contents.

**19.4 Notices.** Any notice required to be sent to any owner under this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the records of the Association at the time of such mailing. The owner bears the responsibility for notifying the Association of any change of address.

**19.5 Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

END OF AMENDED AND RESTATED DECLARATION

EXHIBIT "A"

Lots 95-182, inclusive of HERITAGE HARBOUR, SUBPHASE J. UNIT 2, according to the plat thereof, as recorded in Plat Book 56 at Page 67 of the Public Records of Manatee County, Florida.

Lots 1-38, inclusive of Villas I at River Strand, according to the Plat thereof, as recorded in Plat Book 56 at Page 67 in the Public Records of Manatee County, Florida.

PREPARED BY AND RETURN TO:  
Greenberg Nikolaif, P.A.  
1964 BAYSHORE BOULEVARD, SUITE A  
DUNEDIN, FL 34698

**CERTIFICATE AS TO  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
VILLAS I AT RIVER STRAND ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 23<sup>rd</sup> of September, 2025, called for the purpose of voting on the proposed Amended and Restated Articles of Incorporation of Villas I at River Strand Association, Inc., the original Articles of Incorporation of Villas I at River Strand Association, Inc. being recorded as an exhibit to the Declaration of Covenants, Conditions and Restrictions for Villas I at River Strand, as originally recorded in O.R. Book 2513, Page 1769 et seq., in all of the Public Records of ~~Lee~~ Manatee County, Florida, was duly adopted by the affirmative vote of at least a majority of the voting interests of the Association. The Articles of Incorporation are amended and restated in their entirety to read as reflected on the attached Amended and Restated Articles of Incorporation of Villas I at River Strand Association, Inc., which are incorporated in their entirety herein by this reference. It is noted that the attached Exhibit "A" does not show underlining of newly added language or strikethroughs of stricken language; however, the Amended and Restated Articles of Incorporation was presented to the membership for a vote with knowledge that the Amended and Restated Articles of Incorporation are substantially reworded from the original text in the current governing documents, and are merely being recorded without such underlining and strikethroughs to present a clean and easy to read document.

IN WITNESS WHEREOF, VILLAS I AT RIVER STRAND ASSOCIATION, INC. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 12<sup>th</sup> day of October, 2025.

VILLAS I AT RIVER STRAND  
ASSOCIATION, INC.

(Corporate Seal)

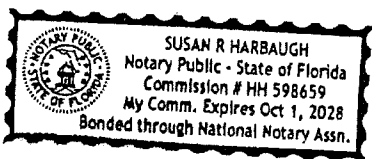
By: Maria Flores Sasso  
MARIA FLORES SASSO, President

ATTEST:

Marilyn Ballard  
Marilyn Ballard, Secretary

STATE OF FLORIDA  
COUNTY OF ~~LEE~~ manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of October, 2025, by Mario Sasso, as President and MARILYN BALLARD, as Secretary, of VILLAS I AT RIVER STRAND ASSOCIATION, INC., and are personally known to me or have produced Florida Drivers License as identification.



Susan R. Harbaugh  
NOTARY PUBLIC

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 2, 2026, effective February 2, 2026, for VILLAS I AT RIVER STRAND ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N13000008831.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Fifth day of February, 2026



CR2E022 (01-11)

Cord Byrd  
Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
VILLAS I AT RIVER STRAND ASSOCIATION. INC.**

Pursuant to Section 617.01201, Florida Statutes (2013), these Articles of Incorporation are created by Christopher J, Shields, Esq., 1833 Hendry Street, Fort Myers, Florida 33901, as sole incorporator, for the purpose set forth below.

2026 FEB -2 AM 8:10  
FILED  
CLERK OF COURTS  
MANATEE COUNTY, FLORIDA

**ARTICLE I**

**NAME:** The name of the corporation is Villas I at River Strand Association, Inc., sometimes hereinafter referred to as the "Association".

**ARTICLE II**

**PRINCIPAL OFFICE:** The principal office of the corporation shall be Tropical Isles Management Services, Inc., 345 Interstate Boulevard, Sarasota, Florida 34240, and shall subsequently be at such location as may be determined by the Board of Directors.

**ARTICLE III**

**PURPOSE AND POWERS:** This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a corporation not for profit organized on a non-stock basis for the purpose of providing a corporate residential homeowners' association. For the accomplishment of its purpose, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles and a Declaration of Covenants, Conditions, and Restrictions to be recorded in the Public Records of Manatee County, Florida, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood subject to the said recorded Declaration, as it may from time to time be amended, including but not limited to the power to:

(A) Fix, levy, collect, and enforce payment by a lawful means all charges or assessments levied pursuant to the Declaration to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license fees, taxes, or governmental charges.

(B) Enforce any and all covenants, conditions, restrictions, and agreements applicable to the residential neighborhood known as the Villas I at River Strand.

(C) Acquire (by gift, purchase, or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.

(D) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security.

(E) Dedicate, sell, or transfer all or any part of the Neighborhood Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(F) Purchase policies of insurance upon the Properties and use the proceeds from such policies to effectuate its purposes.

(G) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, or to annex additional property and common areas, provided that merger, consolidation, or annexation shall have the consent of at least two-thirds (2/3rds) of the voting interests of the Association (87 total votes).

(H) Assist, cooperatively with Heritage Harbour Master Association, Inc., in the administration and enforcement of the Declaration of Covenants, Conditions, and Restrictions for Heritage Harbour, as amended and supplemented from time to time, and the Community Development District, if any.

(I) Assist, cooperatively with River Strand Golf and Country Club, Inc., in the administration and enforcement of the Declaration of Covenants, Conditions, and Restrictions for River Strand, as amended and supplemented from time to time.

(J) Exercise any and all powers, rights and privileges which a corporate homeowners association organized under Chapter 720, Florida Statutes, may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

**ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS:** Membership and voting rights shall be as set forth in the Bylaws of the Association.

**ARTICLE V**

**TERM:** The term of the Association shall be perpetual.

**ARTICLE VI**

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

**ARTICLE VII**

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition to the Board signed by at least one-fourth (1/4) of the voting interests.

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(B) Procedure. A proposed amendment must be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

(C) Vote Required. Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved at any annual or special meeting called for the purpose by at least a majority of the voting interests of the Association, or if it is approved in writing by a majority of the voting interests without a meeting, as authorized in Section 3.11 of the Bylaws, provided that notice of any proposed amendment must be given to the members of the Association, and the notice must contain the full text of the proposed amendment.

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

### ARTICLE VIII

#### DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors set in the Bylaws, but never less than three (3), and in the absence of a Bylaw provision shall consist of three (3) Directors.

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

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

### ARTICLE IX

#### DIRECTORS:

The Directors of the Association shall be:

Maria Sasso, President/Director  
345 Interstate Boulevard  
Sarasota, Florida 34240

Sheri Adams, Vice President/Director  
345 Interstate Boulevard  
Sarasota, Florida 34240

Exhibit "B" to  
Amended and Restated Declaration

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Ron Bertino, Treasurer/Director  
345 Interstate Boulevard  
Sarasota, Florida 34240

Marilyn Ballard, Secretary/Director  
345 Interstate Boulevard  
Sarasota, Florida 34240

#### ARTICLE X

##### REGISTERED AGENT:

The registered office of the Association shall be at:

345 Interstate Boulevard  
Sarasota, Florida 34240

The registered agent at said address shall be:

Tropical Isles Management

#### ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or bad reasonable cause to believe it was lawful.

(C) A transaction from which the Director or officer derived or sought to derive an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

Exhibit "B" to  
Amended and Restated Declaration

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TALLAHASSEE, FLORIDA

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, there is no right to indemnification unless a majority of the disinterested Directors approve such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or officer may be entitled.

[END OF AMENDED AND RESTATED ARTICLES OF INCORPORATION]

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PREPARED BY AND RETURN TO:  
Greenberg Nikoloff, P.A.  
1964 BAYSHORE BOULEVARD, SUITE A  
DUNEDIN, FL 34698

**CERTIFICATE AS TO  
AMENDED AND RESTATED  
BYLAWS  
OF  
VILLAS I AT RIVER STRAND ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 23<sup>rd</sup> of September, 2025, called for the purpose of voting on the proposed Amended and Restated Bylaws of Villas I at River Strand Association, Inc., the original Bylaws of Villas I at River Strand being recorded as an exhibit to the Declaration of Covenants, Conditions and Restrictions for Villas I at River Strand, originally recorded in O.R. Book 2513, Page 1769 et seq., in all of the Public Records of ~~Lee~~ <sup>Manatee</sup> County, Florida, was duly adopted by the affirmative vote of at least two-thirds (2/3) of the voting interests of the Association present and voting at a membership meeting. The Bylaws are amended and restated in their entirety to read as reflected on the attached Amended and Restated Bylaws of Villas I at River Strand Association, Inc., which are incorporated in their entirety herein by this reference. It is noted that the attached Exhibit "A" does not show underlining of newly added language or strikethroughs of stricken language; however, the Amended and Restated Bylaws were presented to the membership for a vote with knowledge that the Amended and Restated Bylaws are substantially reworded from the original text in the current governing documents, and are merely being recorded without such underlining and strikethroughs to present a clean and easy to read document.

IN WITNESS WHEREOF, VILLAS I AT RIVER STRAND ASSOCIATION, INC. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 12<sup>th</sup> day of October, 2025.

**VILLAS I AT RIVER STRAND  
ASSOCIATION, INC.**

(Corporate Seal)

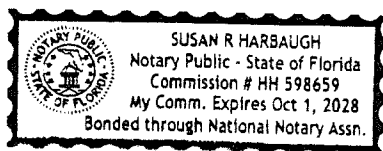
By: Maria Telores Sasso  
MARIA TELORES SASSO President

ATTEST:

Marilyn Ballard  
Marilyn Ballard, Secretary

STATE OF FLORIDA  
COUNTY OF ~~LEE~~ Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of October, 2025, by Maria Sasso, as President and MARILYN BALLARD, as Secretary, of VILLAS I AT RIVER STRAND ASSOCIATION, INC., and are personally known to me or have produced Florida Drivers License as identification.



Susan R. Harbaugh  
NOTARY PUBLIC

**AMENDED AND RESTATED BYLAWS  
OF  
VILLAS I AT RIVER STRAND ASSOCIATION, INC.**

**1. GENERAL.** These are the Bylaws of Villas I at River Strand Association, Inc., hereinafter the "Association", a Florida corporation not for profit organized for the purpose of serving as a residential neighborhood homeowners' association.

**1.2 Principal Office.** The principal office of the Association shall be Tropical Isles Management Services, Inc., 345 Interstate Boulevard, Sarasota, Florida 34240, and shall subsequently be at such location as may be determined by the Board of Directors.

**1.3 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 where a seal is required.

**1.4 Definitions.** The definitions for various terms used in these Bylaws shall be as set forth in Section 1 of the Declaration of Covenants, Conditions, and Restrictions for Villas I at River Strand (the "Declaration").

**2. MEMBERS; VOTING RIGHTS.** Every record owner of legal title to any Lot located in the Properties is a Member. If a Lot is subject to an agreement for deed, whether recorded or not, the purchaser in possession shall be treated as the owner solely for purposes of determining voting and use rights. Membership is appurtenant to, runs with, and may not be separated from, the real property interest upon which membership is based.

**2.1 Voting Interests.** The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes shall equal the total number of Lots subject to this Declaration. The vote of a Lot is not divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any one of the record owners. If two or more owners do not agree among themselves how their one vote shall be cast on any issue, that vote shall not be counted on that issue. If a Lot is owned in trust, or the owner is a corporation, partnership, or other entity which is not a natural person, the vote of that Lot shall be cast by the primary occupant designated as set forth in Section 15.1 of the Declaration.

**(A)** The Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Association that is more than 90 days delinquent. A voting interest or consent right allocated to a Member which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Florida Statutes or pursuant to the governing documents. Any suspension hereunder must be approved by the Board of Directors at a properly noticed Board

meeting. Upon approval, the Association must notify the owner of such suspension by mail or hand delivery. Such suspension ends upon full payment of all obligations currently due or overdue to the Association.

**2.2 Approval or Disapproval of Matters.** Whenever the decision or approval of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of that owner's Lot at an Association meeting, as stated in Section 2.1 above, unless the written approval or joinder of record owner is specifically required.

**2.3 Termination of Membership.** 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.**

**3.1 Annual Meeting.** The annual meeting of the members shall be held in Manatee County, Florida, each year during the first three months of each calendar year, at a day, place, and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

**3.2 Special Members' Meetings.** Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members representing at least twenty-five percent (25%) of the voting interests. Business at any special meeting shall be limited to the items specified in the notice of meeting.

**3.3 Notice of Meetings.** Notices of all meetings of the Members must be mailed or hand-delivered to the members at least fourteen (14) days before the meeting, and must state the time, date, and place of the meeting, and include a detailed agenda. Mailed notices must be sent to each member at his address as it appears on the books of the Association. Each member bears the responsibility for notifying the Association in writing of any change of address. A person entitled to receive notice of any meeting may waive notice altogether by written waiver. Notice of any meeting may be hand-delivered or sent by electronic mail if written consent from the owner is received by the Association. If ownership of a Living Unit is transferred after a notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes a waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting.

**3.4 Quorum.** The percentage of voting interests required to constitute a quorum at a meeting of the members shall be thirty percent (30%) of the total voting interests or a total of 39 lots.

**3.5 Vote Required.** The acts approved by a majority of the votes cast at a meeting of the members at which a quorum has been attained shall be binding upon all owners for all purposes, except where a higher vote is required by law or by any provision of the Governing Documents.

**3.6 Proxies.** To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the unit, and specify the date, time, and place of the meeting for which it is given. The signed and dated original must be delivered to the Secretary at or before the time of the meeting or continuance thereof. Holders of proxies need not be members. No proxy is valid if it names more than one person proxy holder, but the proxy holder has the right, if the proxy so provides, to substitute another person to hold the proxy.

**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. Unless these Bylaws require otherwise, adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes, as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

**3.8 Order of Business.** The order of business meetings shall be substantially as follows:

- (A) Determination of existence of quorum.
- (B) Reading or waiver of reading of minutes of last members' meeting.
- (C) Reports of Officers.
- (D) Reports of Committees.
- (E) Election of Directors (annual meeting only).
- (F) Unfinished Business.
- (G) New Business.
- (H) Adjournment.

**3.9 Minutes.** Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

**3.10 Parliamentary Rules.** Robert's Rules of Order (latest edition) shall govern the conduct of an Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The Presiding Officer may appoint a Parliamentarian, but the Presiding Officer's decisions on questions of Parliamentary Procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

**3.11 Action by Members Without Meeting.** Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this Section 3.11, the list of owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters. The written consents used to authorize an action without a meeting shall become part of the Association's records.

**3.12 Polling of Members.** To the extent feasible and practical, the Association shall poll its members on questions to be decided by a vote of the members of the Master Association, so that this Association's votes are more likely to be cast in the manner preferred by the majority of the members. If such a poll is conducted, the Board shall instruct its Voting Representative to cast all votes of the Association in a block, supporting the point of view preferred by the majority of the members who responded to the poll. The Voting Representative may not vote by proxy at Master Association meetings, but the Board of Directors may designate in writing an alternate representative to substitute if the Voting Representative cannot attend any meeting of the Master Association.

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

**4.1 Number and Terms of Service.** The Board of Directors shall consist of five (5) Directors, and shall remain at that number unless changed by amendment of this Section 4.1. The Directors shall consist of a President, Vice President, Secretary, Treasurer and Director at Large. In order to provide for a continuity of experience by establishing a system of staggered terms of office, in the 2026 election, the three (3) candidates receiving the highest number of votes shall

each be elected for a two-year term. The two (2) candidates receiving the next highest number of votes shall be elected for a one-year term. Thereafter, all Directors shall be elected for two (2) year terms, ending at the final adjournment of the annual meeting at which successors are to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below. Notwithstanding the foregoing, Members shall be entitled to elect a director in accordance with the Florida Statutes Section 720.307, as amended from time to time.

**4.2 Qualifications.** Each Director must be a Member or Primary Occupant of a Villa, or the spouse of one of them. No person shall be elected or appointed for successive terms totaling more than four (4) consecutive years, unless there occurs a hiatus of at least one (1) year between terms. Initial terms by appointment for less than one year shall be excluded from consideration in determining the total number of years served.

**4.3 Nominations and Elections.** In each annual election the members shall elect by written secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

**(A) First Notice, Candidates.** Not less than sixty (60) days before the election, the Association shall mail or deliver, to each owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or included in another Association mailing or delivery, including a regularly published newsletter. Any owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election.

**(B) Second Notice.** If there are more qualified candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname, and the notice of the annual meeting required by Section 3.3 above.

**(C) Balloting.** Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in elections. In the election of Directors, there shall be appurtenant to each Living Unit as many votes for Directors as there are Directors to be elected, but no Living Unit may cast more than one vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by another method required by law (if any).

**(D) Certification.** Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the secretary of the Association that he or she has read the Association's declaration of covenants, articles of incorporation, bylaws, and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. Additionally, the newly elected or appointed director shall submit a certificate of having satisfactorily completed the educational curriculum administered by a

Division-approved education provider within 90 days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the director on the Board. A director who does not timely file the written certification or educational certificate is suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each director's written certification or educational certificate for 5 years after the director's election, however, the failure to retain the certificate does not affect the validity of any Board action.

**4.4 Vacancies on the Board.** If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term.

**4.5 Removal of Directors.** Any Director may be removed from office, with or without cause, by the vote or agreement in writing of a majority of the voting interests. The notice of a meeting of the owners to recall one or more Directors must name the specific Director(s) sought to be removed, and a separate vote for each Director sought to be removed shall be taken. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. Any Director who is removed from office is not eligible to stand again for election to the Board, or be appointed to the Board, until the next annual election. A Director who is removed from office shall turn over to the Association within 72 hours any and all records and other property of the corporation in his or her possession. If a Director who is removed does not relinquish his or her office or turn over records as required, the circuit court in the county may summarily order the Director to relinquish his or her office and turn over corporate records upon application of any owner. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

A Director or Officer charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property is removed from office. The Board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or Officer shall be reinstated for any remainder of his or her term of office.

**4.6 Board Meetings.** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all members, except for meetings between the Board and its legal counsel with respect to proposed or pending litigation, and otherwise where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Neighborhood at least forty-eight (48) hours in advance of every meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Neighborhood, notice of each Board meeting must be mailed, hand delivered, or provided by electronic mail, if written consent is provided to the Association prior to the meeting, to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Directors may

not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. Any owner may tape-record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

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

**4.8 Quorum of Directors.** A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. 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 other similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means is deemed equivalent to presence in person at a meeting.

**4.9 Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum is then present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

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

**4.11 Vote Required.** The acts approved by a majority of those Directors who are present and voting at a Board 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 law. A Director who is present at a meeting of the Board shall be deemed to have voted with the majority on any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

**4.12 Directors' Fees and Reimbursement of Expenses.** No compensation or fees shall be paid to Directors for their service as Directors. Directors may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

**4.13 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 Neighborhood. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If at any time the law requires that meetings of a committee, including anybody 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 Association be noticed and conducted with the same formalities as required for meetings of the Board, such requirement shall apply only to the least extent required or

permitted by law, it being the intent hereof to exempt as many committees as possible from such a law.

**4.14 Emergency Powers.** In the event of any "emergency" as defined in Section 4.14(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 an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable 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) For purposes of this Section 4.14, an "emergency" may be found to exist only when the Neighborhood, or a larger geographic area in which the Neighborhood is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or

(5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

**5. OFFICERS.** Officers are elected by vote of a majority of the entire Board, and serve at the pleasure of the Board. The executive officers of the Association shall be a President, and a Vice-president, who must be Directors, and a Treasurer, a Secretary, and a Director at Large, all of whom shall be elected annually by the Board of Directors. Any officer may be removed from office with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be necessary or desirable to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

**5.1 President.** The President is the chief executive officer of the Association; presides at all meetings of the members and Directors, is a member of all standing committees, has general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages, and other contracts requiring 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.

**5.2 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 prescribe.

**5.3 Secretary.** The Secretary shall attend all meetings of the board of Directors and all meetings of the members and shall be responsible for the recording of all votes, and the minutes of all proceedings, in a book to be kept for the purpose, and shall perform like duties for standing committees when required. They shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. They 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 Villas I Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one is designated.

**5.4 Treasurer.** The Treasurer shall be responsible for overseeing the safekeeping of Association funds and assets, budget preparation, and overseeing the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer may deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. They may disburse the funds of the Association, making proper vouchers for such disbursements, and may render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all their transactions as Treasurer and of the financial condition of the Association. The treasurer shall report the current and available financial status of the association to the

members at every membership meeting. Any of the foregoing duties may be performed by an Assistant Treasurer or the Association's property management company, if any has been designated.

**5.5 Director at Large.** The Director at Large shall be responsible for the Committee Liaison assigned to him/her and shall be available to occupy any vacancy of the other four (4) Executive Officers. The Director at Large shall further be responsible for any duties which may be assigned by the Board of Directors.

**5.6 Compensation of Officers and Directors.** Unless otherwise provided under Florida law, or approved in advance by a majority of the members of the Association, neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the Association. Directors may not also be employees of the Association. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

**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 federally 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 and Accounting Procedures.** The financial and accounting records of the Association must be kept in accordance with generally accepted accounting principles. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Association.
- (D) Any other records that identify, measure, record, or communicate financial information.

**6.3 Budget.** The Board of Directors shall adopt in advance an annual budget of common expenses for each fiscal year. The budget must reflect the estimated revenues and expenses for the next fiscal year, and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association or another person or entity. A copy of the proposed budget and a notice stating the time, date, and place of the meeting of the Board at which the budget will be considered shall be mailed to or served on each owner not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income accounts and expense classifications. The minutes of the Association shall reflect the adoption of the budget, and a copy of the proposed and adopted budgets shall be maintained as part of the financial records of the Association. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Villa's next due quarterly installment.

**6.4 Reserves.** The Board may establish one or more reserve accounts for contingencies, cash flow shortfalls, capital expenditures, and deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

**6.5 Assessments.** Regular annual assessments based on the adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July, and October of each year. Written notice of each quarterly installment shall be sent to all Members at least ten (10) days prior to the due date. Failure to send or receive the notice does not excuse the obligation to pay.

**6.6 Special Assessments.** Subject to the limitations in Section 8.6 of the Declaration, special assessments may be imposed by the Board of Directors whenever necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited back to the members' accounts.

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

**6.8 Financial Reporting.** The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

(A) Financial statements presented in conformity with generally accepted accounting principles; or

(B) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Association.

**6.9 Audit.** A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all owners.

**6.10 Application of Payments.** All payments on account by an owner shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, then to other charges, and finally to unpaid regular and special assessments, in the order they first came due.

**6.11 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each year.

**7. RULES AND REGULATIONS; USE AND RESTRICTIONS.** The Board of Directors may, from time to time adopt and amend reasonable rules and regulations governing the operation, use, maintenance, management, and control of the Neighborhood Common Areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each owner. The Board has the power to impose fines and suspensions of common area use privileges, as further provided in Section 13 of the Declaration, for violations of the rules and regulations.

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

**8.1 Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

**8.2 Procedure.** Upon any amendment to these Bylaws being so proposed by the Board or owners, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

**8.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Villas I Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Association present and voting at any annual or special meeting called for the purpose, provided that the full text of any proposed amendment was given to the Members with notice of the meeting.

**8.4 Effective Date, Recording**. A copy of each amendment shall be attached to a certificate reciting that the amendment was duly adopted, and executed by an officer of the Association. The certificate must also identify the book and page of the Public Records where the Declaration was originally recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Official Records of Manatee County, Florida.

**9. MISCELLANEOUS.**

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

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

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

END OF AMENDED AND RESTATED BYLAWS