

Certificate of Amendment to and Restatement of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Mariner's Cove Village

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Prepared by and return to:

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**CERTIFICATE OF AMENDMENT TO AND RESTATEMENT OF THE DECLARATION  
OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS OF  
MARINER'S COVE VILLAGE**

**WHEREAS**, the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Mariner's Cove Village, was originally recorded in Official Record Book 2216, Page 2350 and in Official Record Book 2591, Page 3502 of the Public Records of Lee County, Florida (hereinafter "Declaration");

**WHEREAS**, the Declaration provides in Article XVI, Section 3 that it may be amended upon the approval of at least a majority of the membership interests in the Association and that such approval may be attained at a meeting, by written joinder, or a combination thereof;

**WHEREAS**, the Declaration was amended by that certain Amendment to the Declaration by instrument recorded April 12, 1995, in Official Record Book 2591, Page 1470 of the Public Records of Lee County, Florida;

**WHEREAS**, the Declaration was amended by that certain Amendment to the Declaration by instrument recorded June 7, 1996, in Official Record Book 2713, Page 2727 of the Public Records of Lee County, Florida;

**WHEREAS**, the Declaration was amended by that certain Amendment to the Declaration by instrument recorded June 24, 1998, in Official Record Book 2976, Page 2190 of the Public Records of Lee County, Florida;

**WHEREAS**, SCOTT BLAIS, as President and TOM CARLIN, as Treasurer of Mariner's Cove Village At The Landings Homeowners' Association, Inc., do hereby certify that at the Annual Membership Meeting on January 31, 2013, held in accordance with the By-Laws of this Association, the attached Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for Mariner's Cove Village was approved in accordance with said Declaration, by a majority vote of the membership interests, in person or by proxy, at which a quorum was present.

**THEREFORE**, the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Mariner's Cove Village, originally recorded in Official Record Book 2216, Page 2350 and in

Certificate of Amendment to and Restatement of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Mariner's Cove Village

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Official Record Book 2591, Page 3502 of the Public Records of Lee County, Florida is hereby amended and restated as the Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for Mariner's Cove Village attached hereto and incorporated herein as Exhibit 1.

SEE TEXT ATTACHED HERETO AS EXHIBIT "1"

MARINER'S COVE VILLAGE AT THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.

[Signature]  
Witness

By: [Signature]  
SCOTT BLAIS, President

[Signature]  
Witness

Attest:

[Signature]  
Witness

By: [Signature]  
TOM CARLIN, Treasurer

[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instruments was acknowledged before me this 17<sup>th</sup> day of April, 2013, Scott Blais and Tom Carlin, President and Treasurer, respectively of Mariner's Cove Village At The Landings Homeowners' Association, Inc., who are personally known to me or have produced FLORIDA ID as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to and Restatement of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Mariner's Cove Village and acknowledges the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal this 17<sup>th</sup> day of April, 2013.

(SEAL)

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires: 3-25-17



AMENDED AND RESTATED DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS,  
CHARGES AND LIENS  
FOR  
MARINER'S COVE VILLAGE

THE ONGOING DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS was made by LEELAND PATIO HOMES CORP., a Florida corporation ("Declarant"), originally recorded in the Official Records of Lee County, Florida at O. R. Book 2216, Page 2350.

WITNESSETH:

WHEREAS, Declarant was the owner of certain real property situate, lying and being in Lee County, Florida, as more particularly described in Exhibit A attached hereto; and

WHEREAS, Declarant subjected such real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, legal representatives, successors and assigns; and

WHEREAS, Association wishes to confirm the governance pursuant to such covenants and restrictions, except as specifically amended herein to the contrary.

NOW, THEREFORE, the real property described in Exhibit A shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

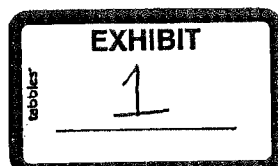
ARTICLE I

DEFINITIONS

Section 1. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as Exhibit B, and By-Laws for the Association be adopted substantially in the form attached hereto as Exhibit C.

Section 2. "Association" shall mean and refer to MARINER'S COVE VILLAGE AT THE LANDINGS HOMEOWNERS' ASSOCIATION, INC. a Florida not-for-profit corporation, its successors and assigns.

Section 3. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Owners, and shall specifically include, without limitation, the surface water management system and irrigation system including all pumps, wells, irrigation lines and sprinkler heads, regardless of whether installed by Declarant or by any other Owner, and easements are hereby created throughout the Property in favor of the Association for such purposes.



Section 4. "Declarant" shall mean and refer to Leeland Patio Homes Corp., a Florida corporation, and its specific successors and assigns, as set forth in ARTICLE XI hereof.

Section 5. "Director" shall mean any member of the Board of Directors of the Association, duly elected or appointed pursuant to Article IV of this Declaration.

Section 6. "Fiscal Year" shall mean the period commencing January 1 of any year and ending December 31 of such year.

Section 7. "Lot" shall mean a Lot within the Property as shown on the plat of the subdivision upon which a Unit has been or is intended to be constructed.

Section 8. "Member" shall mean a person or entity holding a Membership Interest in the Association.

Section 9. "Membership Interest" shall mean membership in the Association appurtenant to ownership of any Lot as more fully set forth in Article IV hereof, together with all rights and obligations of membership as more fully described in this Declaration.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Plat" shall mean the plat of the Mariner's Cove Village, as recorded in the Public Records.

Section 12. "Property" shall mean and refer to that certain real property described in Exhibit A which is attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 13. "Public Records" shall mean the public records of Lee County, Florida.

Section 14. "Unit" shall mean any single family dwelling for which a certificate of occupancy has been issued, and shall include the Lot upon which said dwelling is located.

## ARTICLE II

### OWNER'S RIGHTS, APPURTENANCES, EASEMENTS AND OBLIGATIONS

#### Section 1. Memberships.

(a) There shall pass with each Lot as appurtenances thereto membership in the Association.

(b) There shall pass with each Lot as appurtenances thereto membership in The Landings Yacht, Golf and Tennis Club, Inc. (referred to herein as the "LYG&TC") a Florida not-for-profit corporation. All references herein to the LYG&TC shall include its successors and assigns.

(c) Each Owner shall at all times during the ownership of such Lot maintain his or her membership in the LYG&TC. Each purchaser of a Lot specifically agrees to assume

his or her respective obligations, assessments and limitations in connection with membership in the LYG&TC, the obligations required for the maintenance and improvements of the environmental quality of The Landings community as required by the LYG&TC, and to pay rent in an amount equal to Fifty and No/100 Dollars (\$50.00) per month for the use of the Recreational facilities leased under that certain 1986 Amended and Restated Recreational Facilities Lease Agreement by and between The Landings, Ltd., a Florida limited partnership, as Lessor, and the LYG&TC, as Lessee, as modified by that certain First Amendment dated July 14, 1989 (referred to as the "Recreational Facilities Lease"). To this end, then each Owner obligates himself or herself to maintain continuous membership in the LYG&TC.

Section 2. Owner's Easement of Use.

Every Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) In accordance with Section 720 of the Florida Statutes, the right of the Association to suspend the voting rights of an Owner for the nonpayment of any monetary obligation due to the Association that is more than 90 days delinquent and the right of the Association to suspend, for a reasonable period of time, the right of an Owner, or an Owner's tenant, guest, or invitee, to use common areas and facilities for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rule of the association. In the event of such suspension, the Owner shall not be entitled to any abatement or reduction in assessments due the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3rds) of the votes of all the Members of the Association.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over, upon, across and below the surface of the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

Section 3. Delegation of Use.

Any Owner may delegate, subject to Rules and Regulations adopted from time to time by the Association, his or her right of enjoyment to the Common Area and any facilities thereon to the members of his or her family, guests, invitees, licensees, tenants, officers (if applicable), and contract purchasers who reside in the Unit, but no Owner may transfer such rights separate and apart from his or her Unit or Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner of a Lot shall have a Membership Interest in the Association. Membership Interests shall be appurtenant to and may not be separated from ownership of any Lot. By acceptance of a deed or other instrument evidencing his or its ownership interest, each Owner accepts his Membership Interest in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family members, guests, invitees, tenants, employees, and independent contractors (including family members, guests and invitees of tenants) of said Owners shall, while in or on the Property, abide and be bound by this Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 2. Designation of Membership Interests.

There shall be one Membership Interest in the Association appurtenant to each Lot. The Membership Interest appurtenant to each Lot shall automatically pass to the new owner of record upon the recording of a validly executed instrument of conveyance in public records.

Section 3. Voting Rights.

The Association shall have one (1) class of membership:

Members shall be all Owners of Lots and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall have a Membership Interest in the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Election of Directors.

(a) The affairs of the Association shall be managed by a Board of at least three (3) Directors, who shall be elected as provided in the By Laws. All Directors shall be selected by the Members. Any Director elected by the Members, may be removed from the Board with or without cause, by a majority vote of the Members of the Association entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve the unexpired term of his predecessor.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Purpose of Assessments.

The Association, through the Board of Directors shall, from time to time, levy assessments, both annual and special, against Lots, to offset the Association's expenditures for promoting the recreation and welfare of the Owners of the Lots; for the maintenance, repair,

landscaping, replacement and reconstruction of the Common Areas, including any improvements constructed thereon and specifically including without limitation the surface water management system; for the payment of any real property or other taxes levied against the Common Area; for the cost of basic cable television service as may be contracted for from time to time by the Association on behalf of all Lot Owners; and for such other activities or expenditures as the Association is required or permitted to undertake pursuant to this Declaration.

Section 2. Payment of Assessments.

Each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owner of each Lot, except for any maintenance surcharge which may be imposed on any Lot pursuant to Article IX Section 11 below.

(b) Any special assessment for capital improvements, emergencies, or nonrecurring expenses; such assessments shall be in equal amounts against the Owner of each Lot.

(c) Assessments of any kind for the creation of reasonable reserves for the periodic maintenance, repair and replacement of improvements to the Common Area. Such assessments shall be in equal amounts against the Owner of each Lot.

(d) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

Section 3. Commencement of Assessments.

Assessments for each Lot commenced on the first day of the month following the conveyance of title thereto by the Declarant. Assessments for each Unit commenced on the first day of the month following the issuance of a certificate of occupancy for the Unit.

Section 4. Creation of the Lien and Liability of the Owner.

The Declarant, for each Lot or Unit it owned within the Property, has covenanted, and each Owner by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 of this Article V, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or legal entity who was the Owner of such Lot at the time when the assessment came due, as well as his or her heirs, legal representatives, successors and assigns. No Owner may exempt himself or herself or his or her Lot from personal liability for

assessments duly levied by the Association, or release the Lot from the liens and charges hereof by waiver of the use and enjoyment of the Common Areas or the facilities thereon, or by abandonment of his or her Lot or portion thereof. An Owner is 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 present Owner may have to recover any amounts paid by the present Owner from the previous Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

Section 5. Establishment of Assessments.

The Board of Directors of the Association shall approve and establish all assessments which shall be payable by the Owners in accordance with the following procedures:

(a) Special assessments against the Owner and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(b) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owner for any special or personal Use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected Member at such time or times as shall be established by Board of Directors resolution, rule or regulation.

(c) The Association shall prepare a roster of the owners and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner in accordance with Section 720 of the Florida Statutes. The Association shall, upon request, furnish any Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association.

If any assessment is not paid within ten (10) days of the due date, interest shall be paid on the outstanding balance at eighteen percent (18%) per annum. Such interest shall be compensation to the Association as liquidated damages for administrative expenses with respect to such collection and shall not be imposed as a penalty. The Association may also charge an administrative late fee not to exceed the greater of \$25.00 or five (5) percent of the amount of each installment that is paid past the due date. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot against which the assessment was levied. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served

by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. An Owner is 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 present Owner may have to recover any amounts paid by the present Owner from the previous Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

Section 7. Subordination of the Lien of Mortgages.

The lien of the assessments provided for in this Article V shall be a lien superior to all other liens, less and except the lien of any mortgage to any institutional lender which is now or hereafter placed upon any property subject to Assessment as long as said mortgage lien is a first lien against the property encumbered thereby. Notwithstanding anything to the contrary contained in this Declaration, unless recovery of a greater sum is permitted by Florida law, as amended from time to time, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of first mortgage, that acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgage foreclosure action. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Lot liability for, nor the Lot from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Maintenance of Common Area and Lots.

Maintenance of the Common Area shall be the responsibility of the Association. The Association's responsibility hereunder shall include the repair and maintenance of all landscaping, trees, shrubs, grass, sprinkler heads, walks, drives and parking areas (other than the walkway and driveway of any Unit) situated in the Common Area or upon any Lot, and shall specifically include, without limitation, the responsibility to operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District. The Association shall also be responsible for mowing the lawns and for maintenance of landscaping on all Lots on which a Unit has been constructed, provided, however, that the Association shall not be responsible for the maintenance of any interior portion, including landscaping, of any screened patio or porch, or any fenced or walled in area appurtenant to any Unit. The Association's maintenance of plantings and landscaping, as required above, shall be limited to mowing, edging, trimming, fertilizing, disease control, weed control, and mulching. The individual owner shall be responsible for the cost of removing

and/or replacing dead or damaged landscaping (trees, bushes, annuals, etc.). Notwithstanding the above, the Association may contract with one or more independent contractors for the performance of any or all of such maintenance responsibilities.

Section 2. Permits, Licenses and Easements.

Subject to the provisions of Article X, Section 2, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board of Directors of the Association.

ARTICLE VII

MAINTENANCE OBLIGATION OF OWNERS

Section 1. Maintenance of Lots and Units.

Subject to the duties and obligations of the Association described in Article VI hereof, every Owner must keep and maintain his Lot and Unit, including, but not limited to, the dwelling(s) and all other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair, and must perform promptly all maintenance and repair work on his Lot and Unit. In this regard, each Owner shall be responsible for the maintenance, repair and repainting of his Lot and Unit and shall keep same in a neat and orderly fashion. If the existing landscape design is not altered and so long as any changes are limited to the replacement of same or similar plantings, no Association approval is required. Any major or material modifications to the existing landscaping plan shall require Association approval as set forth in Article IX. The owner shall be solely responsible for the expense of such alteration, including but not limited to, irrigation system modification.

Section 2. Prohibition.

Each and every Owner is strictly prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board of Directors.

Section 3. Owner Liability.

Should any Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth in this ARTICLE VII; or,
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or
- (c) Undertake unauthorized improvements or modifications to his Lot, Unit or to the Common Area;

then the Association, after approval of the Board of Directors and upon ten (10) days prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot or Unit and cause the required repairs or maintenance to be performed, or as the case

may be, remove unauthorized improvements or modifications. The cost thereof, shall be added to and become a part of the assessment to which the Lot is subject, and shall be due and payable within ten (10) days after rendition of a bill therefor by the Association. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Lot with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due.

#### ARTICLE VIII

#### DRAINAGE EASEMENTS

Notwithstanding anything to the contrary contained in this Declaration, no structure shall be commenced, erected or maintained upon any part of the Property designated either on the Plat or by the Association as a drainage area ("Drainage Area"). Such Drainage Area may be used solely for drainage and for landscaping purposes which do not impede the flow of water in Drainage Areas.

#### ARTICLE IX

#### ARCHITECTURAL CONTROL

##### Section 1. Approval Necessary.

No dwelling, building, outbuilding, garage, fence, wall, retaining wall, patio, screened enclosure or other structure of any kind shall be erected, constructed, placed or maintained on any Lot, nor shall the exterior of any Unit or other improvement (including roofing or other building materials) be painted, altered or modified, nor shall any other improvements on any Lot be altered, changed, repaired or modified, nor shall any landscaping or vegetation be altered, changed or modified or any additional landscaping be installed by any Owner, nor shall any exterior changes, (including the installation of storm shutters, screen doors, security bars and the like) be made, unless prior to the commencement of any work thereof, two (2) complete sets of plans and specifications therefor, including, as applicable, front, side and rear elevations, and floor plans, two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Lot or Unit with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the Board of Directors. The foregoing prior approval is also intended to specifically apply to the painting of a Unit or any other maintenance or repair which changes the color or exterior appearance of a Unit or other improvements, and it is specifically intended that the Board of Directors shall be empowered to approve or disapprove of the colors of the exteriors of all dwellings and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

##### Section 2. Architectural Control Committee.

(a) The Board of directors may appoint an Architectural Control Committee to investigate any proposals for changes and make recommendations to the Board. The Architectural Control Committee will consist of as many Association members as the Board determines from time to time. Members of the Architectural Control Committee may be removed at any time, with or without cause, by the Board of Directors in its sole and absolute discretion.

(b) All required approvals of the Board of Directors must be in writing to be valid for purposes of this Declaration. Decisions of the Board of Directors shall be based on aesthetics, harmony, balance and compatibility of the proposed improvements with the then existing structures within the Property.

Section 3. Endorsement of Plans.

Approvals of plans, specifications and location of improvements by the Board of Directors shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Board of Directors to the person submitting the same. The approval of the Board of Directors of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Board of Directors of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots or Units.

Section 4. Construction to be in Conformance with Plans.

After such plans and specifications and other data submitted have been approved by the Board of Directors, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon any Lot unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans approved by the Board of Directors.

Section 5. Right of Entry.

Any member of the Board of Directors may at any reasonable time, after signing due notice, enter and inspect any Lot subject to the jurisdiction of the Board of Directors and reasonably believed by such member to be a violation of the covenants and restrictions set forth herein.

Section 6. Local Building Code and Ordinances.

This Article shall not be deemed to excuse any Owner from compliance with all local building and construction codes, ordinances and/or regulations and all improvements constructed shall conform to the requirements of such local codes, ordinances and regulations.

Section 7. Restoration in Event of Damage or Destruction.

In the event any Unit or other improvement on a Lot is damaged or destroyed, in whole or in part, the Owner of such property shall take action deemed necessary by the Board of Directors to correct any unsightly or dangerous condition resulting from such damage or destruction. The Owner of the property so damaged or destroyed shall take corrective action to either restore or remove the conditions which work shall be completed within six (6) months

after the date of the damage or destruction. The Owner shall undertake such corrective action as soon as is practicable in order to avoid an unsightly or dangerous condition. In the event the Owner fails or refuses to take the required corrective action, as deemed appropriate by the Board of Directors, the Association shall have the right, but not the obligation, to go upon the property and remove or correct the damaged or destroyed property, which shall be accomplished at the sole cost and expense of the Owner, in which event, the Association shall have the right to place a lien on the Lot for the full amount of the corrective work, together with attorneys' fees and costs, if any, which lien shall be enforceable in the same manner as other liens created under Article V of this Declaration.

Section 8. Non-Waiver of Future Approvals.

The approval of the Board of Directors of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors shall not be deemed to be or constitute a waiver of any right to withhold approval as to any similar proposals, plans and specifications or matter subsequently or additionally submitted for approval.

Section 9. Fill and Grade.

No fill shall be removed from any Lot nor shall the Owner do anything to change or interfere with the drainage of stormwater; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the Board of Directors.

Section 10. Maintenance Surcharge.

In recognition of the fact that the installation or construction of additional improvements and/or landscaping for any Lot may increase the maintenance responsibilities of the Association, the Board of Directors, with the concurrence of the Board of Directors, may impose a monthly maintenance surcharge on the Lot as a condition to its approval in such amount as the Board of Directors may deem reasonable and appropriate to offset the estimated additional cost of maintaining the improvements and/or additional landscaping for which such approval is requested. Any surcharge so imposed shall be effective for as long as the improvements and/or landscaping for which they were imposed remain in place, subject to annual review and reassessment at the request of either the Owner or the Board of Directors.

ARTICLE X

EASEMENTS

Section 1. Easements Generally.

(a) Easements are reserved throughout the Property as may be required to provide utility services (which shall include, but not be limited to, electricity, gas, water, sewer, cable television and security systems), to adequately serve the Property, provided, however, that such easements through a Lot or Unit shall be in accordance with the plans and specifications therefor, unless otherwise approved in writing by the Owner.

(b) Easements are created throughout the Property as may be necessary from time to time for the maintenance, repair or reconstruction of the Property.

(c) A nonexclusive easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Property, and for vehicular traffic over, through and across such portions of the Property as may from time to time be paved and intended for such purposes, but the same shall neither give nor create in any person the right to park upon any portions of the Property except those areas specifically designated for such purpose. The parking areas, private roads and other Common Areas contained within the Property shall be used in common or exclusively by Owners, their family members, guests and lessees, but only for the purposes for which same are intended and as and to the extent provided in this Declaration.

(d) It is the intention of this Article X to create perpetual easements over and across the above-described areas to facilitate the flow of pedestrian and vehicular traffic on the Property, to provide reasonable access to Units and Lots and to the public ways and to provide adequate utilities to serve the Property.

(e) No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

Section 2. Easement for Encroachments.

The rights and duties of Owners and the Declarant with respect to encroachments over lot lines, easements for encroachments, footings, overhangs, drainage and maintenance shall be governed by the following:

(a) A non-exclusive easement is hereby created over, under, across and through the vacant and unimproved portion of each Lot in favor of the owner of the adjacent Lot and in favor of the Association, the purpose of which easement shall be for maintenance or repair of the improvements constructed or to be constructed on or near the Lot line of the adjacent owner. The Association and the owner of an adjacent Lot shall have the right, at all reasonable times, and after prior notice to the owner of a Lot, to enter upon the easement area of a Lot in order to perform work relating to the maintenance or repair of a Unit constructed on the adjacent Lot. Nothing shall be placed within the easement area which would block access to the easement area, except as to any improvement constructed or landscaping installed by the Declarant or the Association or replacements thereof. The easements provided for herein are appurtenant to and shall pass with the title to each Lot, subject to the provisions of this Declaration.

(b) The Declarant created and there is herein ratified a non-exclusive easement for roof overhangs, gutters, drainage and footings along the boundary of each Lot for the encroachment of and/or drainage from any overhanging roof and for any encroachment of footings relating to a wall on or near the boundary of any adjacent Lot.

(c) The Declarant created and there is herein ratified a non-exclusive, perpetual easement for any encroachment on a Lot of a wall constructed on the Lot line of an adjacent Lot and for fences, gutters and downspouts. This easement shall be a continuous easement and shall cover similar future encroachments which may occur in connection with the changing of various elevation features or the replacement of existing features.

(d) If (i) any portion of the Common Area or improvements thereon encroaches upon any other portion of the Property; or (ii) any other portion of the Property, or improvements thereon, encroaches upon the Common Area; or (iii) any encroachment shall hereafter occur pertaining to the Property as the result of (x) settling or shifting of a Unit or other improvement; (z) any repair to the Common Area or any other portion of the Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same as long as such structure shall exist.

(e) If and whenever any structure included in the Common Area adjoins any structure on any portion of the Property, each said structure shall have and be subject to an easement of support and necessary in favor of the other structure.

(f) Service Easement. Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to serve the property and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area for the purposes of performing their authorized services and investigation.

## ARTICLE XI

### PROHIBITED USES

Section 1. No screened enclosures, gazebos, outdoor living areas, outdoor dining, cooking, barbecue areas, patios, concrete slabs, fences, walls, storm shutters or window features, trellises, no temporary or permanent utility or storage sheds, buildings, tents, structures or improvements shall be constructed, erected or maintained without the prior approval of the Board of Directors. No unit garages shall be enclosed or converted into a living or habitable area. Unit garage doors shall be required to remain in place at all times, and no construction or conversion shall change the exterior of any garage so as to interfere with the use of it as a storage place for automobiles. Garage doors shall be kept closed at all times except to permit ingress and egress of vehicles.

Section 2. No horse, hog, cattle, cow, goat, sheep, poultry or other animal, bird or reptile shall be kept, raised or maintained; provided, however, that dogs, cats, birds and aquarium fish may be kept in reasonable numbers in a Unit, if their presence causes no disturbance to others. Notwithstanding anything to the contrary, pit bull terrier dogs are considered potentially dangerous breeds and shall not be permitted to be kept anywhere in or outside of a Lot or Unit. All pets shall be kept on a leash when not within the Owner's Unit and shall be walked only on areas that may be designated for pets by the Board of Directors. Pet owners must pick up after their pets. Renters may not have any pets unless they have an annual lease and in such cases, shall have the same rights and responsibilities as an Owner. If the Board of Directors determines any pet to be a nuisance or an unreasonable interference with the rights of quiet enjoyment in the community, the Board may mandate removal of the pet from the community.

Section 3. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any portion of the Property.

Section 4. Parking areas are solely for automobiles. Trucks, vans (other than so-called mini-vans), commercial vehicles, boats, trailers, boat trailers, recreation vehicles, motor homes, motorcycles, golf carts, or any other transportable personal property shall not be permitted in the parking areas or drives without prior written consent of the Board of Directors of the Association and, if such consent is given, may be stored only in locations, if any, that may be designated for such purpose by the Board of Directors of the Association. All automobiles and any other vehicles must be fully operational. No repairs of motor vehicles (except minor emergencies) shall be made on any portion of the Property.

Section 5. "For sale" and "for rent" signs or other window displays or advertising shall not be permitted on any part of the Common Areas or in or on any Lot or Unit such that they are visible from the Common Areas without the prior written consent of the Board of Directors. No other signs, visible from the outside, advertisements, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Lot or Unit owner on any part of the outside or inside of the premises or building or lot without the prior written consent of the Board of Directors. Upon application to and after receiving approval from the Board, owners may install house numbers on their house no larger than six (6) inches in height.

Section 6. No trade, business or any commercial use shall be conducted in or from any Lot or Unit, which can be detected from outside by sight, sound, or odor. No employees, clients, or customers shall use or visit the Lot or Unit for business purposes.

Section 7. All Lots and Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Lots and Units shall be maintained in first class condition.

Section 8. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 9. No nuisance or any use or practice that is a source of annoyance to other Owners, or interferes with the peaceful possession and proper use of the Lots or Units by the residents of the thereof be allowed upon any Lot.

Section 10. No improper, offensive or unlawful use shall be made of any Lot or Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 11. No television or radio masts, towers, poles, antennae, aerials, satellite dishes, weathervanes or anemometers may be erected, constructed or maintained on any Lot or Unit nor may any exposed wiring for any purpose be installed on the exterior of any Lot or Unit. Solar panels may be erected if approved as provided in Article XII, Section 1 hereof. The Association shall permit installation in accordance with Section 163.04(2), Florida Statutes as amended. Telecommunication reception devices may be installed in accordance with additional regulations established by the Board of Directors and as mandated by law.

Section 12. Each Lot is restricted to residential single family use by the Owner or Owners thereof, their lessees, family members, guests and invitees.

Section 13. No person shall use any Lot, Unit, or any parts thereof, in any manner contrary to this Declaration.

Section 14. No barbecue grills or other outdoor cooking equipment, patio or other furniture, (including lawn furniture, chairs or accessory tables), bicycles, toys or other personal property may be kept or stored outside of a screened or fenced enclosure.

Section 15. No individual water well, water supply system or sewer system shall be permitted on any Lot.

Section 16. Each Owner shall exercise extreme care to regulate the use and occupancy of his Lot so as not to disturb other persons occupying Lots within the Property and to minimize noises including but not limited to noises from the use of musical instruments, radios, television sets, amplifiers or other loudspeaker devices in or on said Lot.

Section 17. No Owner shall store, keep or dispose of any inflammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances (except those sold and required for normal household use) in any Unit or storage area or elsewhere on the Property.

Section 18. No Owner shall install or maintain any aluminum foil or other reflective substance on any window or glass door except such as is approved by the Board of Directors for energy conservation purposes.

Section 19. Use of Units and Lots. Use of lots, units, or any portion thereof, is restricted to single family residential purposes only.

(a) "Family" means one natural person or a group of two or more natural persons each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household employees); or not more than two persons not so related, who reside together as a single non-profit household.

(b) Co-ownership of lots is permitted, but if the co-owners are other than husband and wife, the co-owners shall designate one of the co-owners as the "primary occupant" and the use of the lot by other co-owners shall be as though the primary occupant were the only actual owner.

(c) "Primary Occupant" means the natural person approved for occupancy, together with that person's family, when legal title to a lot is held in the name of more than two (2) persons, or by a trustee or a corporation or other entity which is not a natural person. Lots owned in the name of a corporation, limited liability company, or partnership or trust shall be treated as co-owned, in which case one (1) individual shareholder, partner or other co-owner must be designated as the primary occupant. These co-owner(s), whom have not been designated as the primary occupant, shall be treated as guests of the primary occupant.

(d) "Guest" means any person who is physically present in or occupies a Lot, Unit, or portion thereof, on a temporary basis at the invitation of the Owner or the primary occupant (in the case of co-ownership) without the payment of consideration of any form or manner.

(e) Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift. A Lot may be owned in a 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 Lot or any portion thereof may be used in short term accommodations for several families or individuals. Both the initial approval and the continued approval of a trustee, or corporation, or other entity as an owner, shall be conditioned upon designation of one (1) natural person to be the "primary occupant", and the use of the Unit, Lot or any portion thereof by other persons shall be as though the primary occupant were the only actual owner.

(f) Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to the provisions of Section 13 of this Declaration. No more than one (1) change shall be approved in any twelve (12) month period.

(g) These use restrictions shall not be construed in such a manner as to prohibit an owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his Lot. Such uses are expressly declared customarily incident to the principal residential use.

(h) The Association or any owner may also bring an action for damages or an injunction against any tenant or other invitee occupying a Lot or Unit for failure to comply with the community documents. When a Lot is leased, the tenant shall have all use rights in Common Area property available for use generally by owners and the owner shall not have such rights except as a guest.

(i) The primary occupant and his/her family are permitted to allow guests to visit. Guest visitation when the primary occupant or his/her family are present, are unlimited. However, the number of times any guest may occupy a Lot in the absence of the primary occupant or his/her family also being present for the same duration, is limited to no more than four (4) times in any calendar year; it being the intent not to allow any Lot to be used as short term accommodations for several families or individuals.

## ARTICLE XII

### ENFORCEMENT OF PROVISIONS

In the event of a violation (other than the nonpayment of an assessment) by a Owner of any of the provisions of this Declaration, the Articles or the By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against an Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each Lot for the purpose of enforcing and collecting such fines.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee of not less than three (3) nor more than five (5) Members which shall be charged with determining whether there is probable cause that any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests and lessees are being or have been violated. In the event that the Covenants

Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner if the alleged violator is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefore made within fifteen (15) days of the sending of the notice. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000.00 in the aggregate or the maximum amount allowed by law. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Owner or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine up to \$100.00 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration, the By-Laws, or reasonable rule of the Association. The fine for a continuing violation may not exceed \$1,000.00 in the aggregate or the maximum amount allowed by law.

(d) A fine pursuant to this section shall be assessed against the Lot which the violator occupied at the time of the violation, and shall be collectible in the same manner as any other assessment, including by means of the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall be delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of twenty-five dollars (\$25.00), beginning from the due date, may be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator payment in the amount of any fine or fines assessed against that Owner.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of this Declaration, Articles of Incorporation, the By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

(f) Failure to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

ARTICLE XIII

LEASING OR SALE OF LOTS

No Lot or any portion thereof may be leased for a term of less than six months or more than one (1) year. Only entire lots may be leased and occupancy when leased shall be limited to a maximum of six (6) persons being of the same family. No subletting will be allowed. In the event an Owner leases his or her Lot, a copy of the lease shall be delivered to the Association prior to the occupancy by the Lessee. Such lease shall contain a covenant that the Lessee acknowledges that the Lot is subject to this Declaration and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. The Owner shall be liable and fully responsible for all acts of his Lessee and responsible for the compliance of the Lessee with all provisions of this Declaration. In the event of a sale or other transfer, a copy of the purchase contract will be delivered to the Association prior to closing. A copy of the recorded Deed or other instrument or transfer should be provided to the Association after closing. The Association may charge a reasonable transfer fee for registration of sales and rentals, not to exceed the maximum rate permitted by law.

ARTICLE XIV

INFORMATION TO LENDERS AND OWNERS

Section 1. Persons Entitled.

The Association shall make available to all Members, and to lenders, and to holders, insurers, or guarantors of any mortgage on any Lot or Unit, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning the Property and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, for a reasonable fee, during normal business hours or under other reasonable circumstances.

Section 2. Notices Provided.

Upon written request to the Association by a holder, insurer or guarantor of any mortgage of a Lot ("Lender"), which written notice shall identify the name and address of the Lender, the unit number, and address thereof, the Lender will be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects either a material portion of the Property, or the Lot or Unit securing its mortgage;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot or Unit subject to a mortgage held by the lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE XV

INSURANCE

Section 1. Owners.

Each Owner shall be responsible for purchasing and maintaining policies of fire and other hazard coverage insurance on his Lot and Unit and all other insurable improvements situated upon his Lot in an amount equal to the full replacement cost thereof, and such policies of liability insurance for accident or injury occurring on or about his Lot or Unit as he may deem appropriate. Proof of sufficient insurance coverage must be provided to the Association upon request, but not more frequently than once per year.

Section 2. Association.

The Association shall purchase and maintain a policy of property insurance covering any improvements upon the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) any fixtures and building service equipment and common personal property and supplies, flood insurance (if the Property is located in a flood hazard area, liability insurance, fidelity bonds, and such other insurance as the Board of Directors deems necessary and reasonable. The amount of any such insurance coverage, limits of liability, deductible amount and other terms and conditions of any such insurance shall be determined by the Board of Directors.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Severability.

Invalidation of any one or more of the provisions of this Declaration shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Term of Declaration.

The provisions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated by recordation in the Public Records of an instrument signed by persons holding at least two-thirds (2/3) of the Membership Interests in the Association, and by all holders of mortgages affecting any Lot.

Section 3. Amendments.

Except as may otherwise be indicated elsewhere herein, this Declaration may be amended at any time and from time to time upon approval of a majority of the Membership Interests in the Association. Such approval may be attained at a meeting, by written joinder, or a combination thereof. Such approval may be attained at a meeting, by written joinder, or a combination thereof. Proof of such amendment will be evidenced by a recorded instrument executed by

appropriate association officers, with the formalities of a deed and referencing the recording data for the original Declaration of Covenants. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. No amendment shall affect the surface water management system, including the water management portions of the Common Area, without the prior approval of the South Florida Water Management District. No amendment shall affect the requirement that each Owner shall maintain membership in, and pay assessments to, the LYG&TC or rent under the terms of the Recreational Facilities Lease.

Section 4. Notices.

Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement.

Enforcement of the provisions of this Declaration, the Articles of Incorporation, By-Laws or Rules and Regulations (collectively referred to as "Governing Documents") shall be by any proceeding at law or in equity and may be instituted; the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by this Declaration. Failure by the Association or any Owner to enforce any provision herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any action to enforce the Governing Documents, the prevailing party will be entitled to recover all costs and a reasonable attorney's fee including those incurred before suit, before trial, at trial, on appeal, and in any supplementary proceedings.

Section 6. Interpretation.

In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action.

All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Execution of Documents.

The development of the Property may require from time to time the execution of certain documents required by governmental agencies, including, without limitation, Lee County, Florida. To the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute,

acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

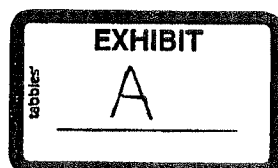
Section 9. Singular, Plural and Gender.

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

MARINER'S COVE VILLAGE

LEGAL DESCRIPTION

All of Mariner's Cove Village, according to the Plat thereof as recorded in Plat Book 47, at Pages 81-85 of the Public Records of Lee County, Florida.



PB 47 PG 83

BROWN COLLINS, INC.  
 1520 ROYAL PALM BLVD SUITE 200  
 FORT MYERS, FLORIDA 33919

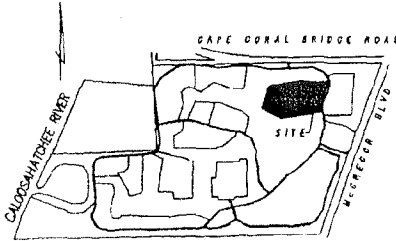
# MARINERS COVE VILLAGE

A SUBDIVISION IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

PLAT  
 5-  
 JC  
 OF

### NOTICE

"LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWAGE FACILITIES BEING SPECIFICALLY APPROVED OR ACCEPTED BY LEE COUNTY, ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE AND SEWAGE FACILITIES WITHIN THE SUBDIVISION."



LOCATION MAP  
 N.T.S.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LEELEND PATO CORPORATION, THE OWNER OF THE HEREIN DESCRIBED LANDS, HAS BY THESE PRESENTS MADE AND DOES HEREBY MAKE THE MARINERS COVE VILLAGE AT THE LANDINGS HOME PROPER PURPOSES, ALL ROADS, DRAINAGE, MAINTENANCE, A. B. C. & D. TRACT E IS DEDICATED TO LANDINGS YACHT UTILITY EASEMENTS ARE DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF, LEELEND PATO HOMES CORPORATION HAS MADE THIS 24th DAY OF JANUARY, A.D. 1997.

LEELEND PATO HOMES CORPORATION

BY: [Signature]  
 O. B. BUCKAS  
 PRESIDENT

### ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY A PRESIDENT OF LEELEND PATO HOMES CORPORATION KNOWN TO BE THE PERSON DESCRIBED IN AND WHO I AND HE ACKNOWLEDGED THE EXECUTION THEREOF TO BE FOR THE USES AND PURPOSES THEREIN WITH THE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL, AT SAID COUNTY OF LEE, FLORIDA, A.D. 1997.

[Signature]  
 NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES: July 9, 98

### APPROVALS

THIS PLAT OF MARINERS COVE VILLAGE HAS ACCEPTED BY THE COMMISSIONERS OF LEE COUNTY, FLORIDA.

[Signature] 6  
 DIRECTOR, DIVISION OF DEVELOPMENT REVIEW LEE COUNTY  
[Signature] 7  
 COUNTY ENGINEER LEE COUNTY  
[Signature] 8  
 DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

### SURVEYOR'S NOTES

- (NR) DENOTES NON RADIAL.
  - \* DENOTES PCP (PERMANENT CONTROL POINT)
  - DENOTES PRM (PERMANENT REFERENCE MONUMENT)
  - DR. E. DENOTES DRAINAGE EASEMENT
1. THE BEARINGS SHOWN HEREON ARE BASED ON A DEED BEARING OF N 88° 50' 23" E ON THE SOUTH LINE OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 24 EAST.
  2. LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE INDICATED.
  3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
  4. A PUBLIC UTILITY EASEMENT TEN FEET IN WIDTH IS HEREBY CREATED ALONG THE FRONT OF EACH LOT AND TRACT.
  5. ALL ROADS ARE PUBLIC UTILITY ACCESS EASEMENTS

### DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 24 EAST, 1<sup>ST</sup> DISTRICT, FLORIDA, WHICH PARCEL IS DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 16, RUN N 89° 35' 25" E ALONG THE SOUTH LINE OF SAID SECTION 16 FOR 2241.44 FEET; THENCE RUN N 00° 04' 35" W PERPENDICULAR TO SAID SOUTH LINE FOR 843.52 FEET TO A POINT ON THE WESTERLY LINE OF NORTH LANDINGS DRIVE, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS; FROM SAID POINT OF BEGINNING RUN S 80° 28' 17" W FOR 544.14 FEET; THENCE RUN N 83° 28' 08" W FOR 150.97 FEET; THENCE RUN N 24° 38' 31" W FOR 144.00 FEET; THENCE RUN N 14° 10' 40" E FOR 303.42 FEET; THENCE RUN N 78° 17' 04" E FOR 443.23 FEET; THENCE RUN S 77° 15' 08" E FOR 228.81 FEET; THENCE RUN N 72° 32' 45" E FOR 122.40 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE OF NORTH LANDINGS DRIVE; THENCE RUN SOUTHERLY ALONG SAID WESTERLY LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 272.00 FEET (CHORD BEARING S 03° 20' 04" W - CHORD DISTANCE 184.18 FEET) FOR 187.89 FEET TO A POINT OF TANGENCY; THENCE RUN S 23° 07' 28" W ALONG SAID WESTERLY LINE FOR 122.00 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY AND SOUTHERLY ALONG SAID WESTERLY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 348.00 FEET (CHORD BEARING S 00° 40' 03" W - CHORD DISTANCE 198.85 FEET) FOR 198.85 FEET TO THE POINT OF BEGINNING.

### CLERK'S CERTIFICATE 2994010

I HEREBY CERTIFY THAT THIS PLAT OF MARINERS COVE VILLAGE SUBDIVISION HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF PART 1 OF CHAPTER 177, FLORIDA STATUTES.

I FURTHER CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT 10:00 AM, THIS 24th DAY OF JANUARY, A.D. 1997, AND DULY RECORDED IN PLAT BOOK 47 AT PAGES 83 THRU 85 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

[Signature]  
 CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF LAND CORRECTLY REPRESENTS THE HEREIN DESCRIBED SURVEY MADE AND PLATTED UNDER MY DIRECTION AND REFERENCE MONUMENTS HAVE BEEN SET AND THAT OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

[Signature]  
 JAMES O. PROFESSOR  
 FLORIDA I

PB 47 PG 83

84

PG

47

PB

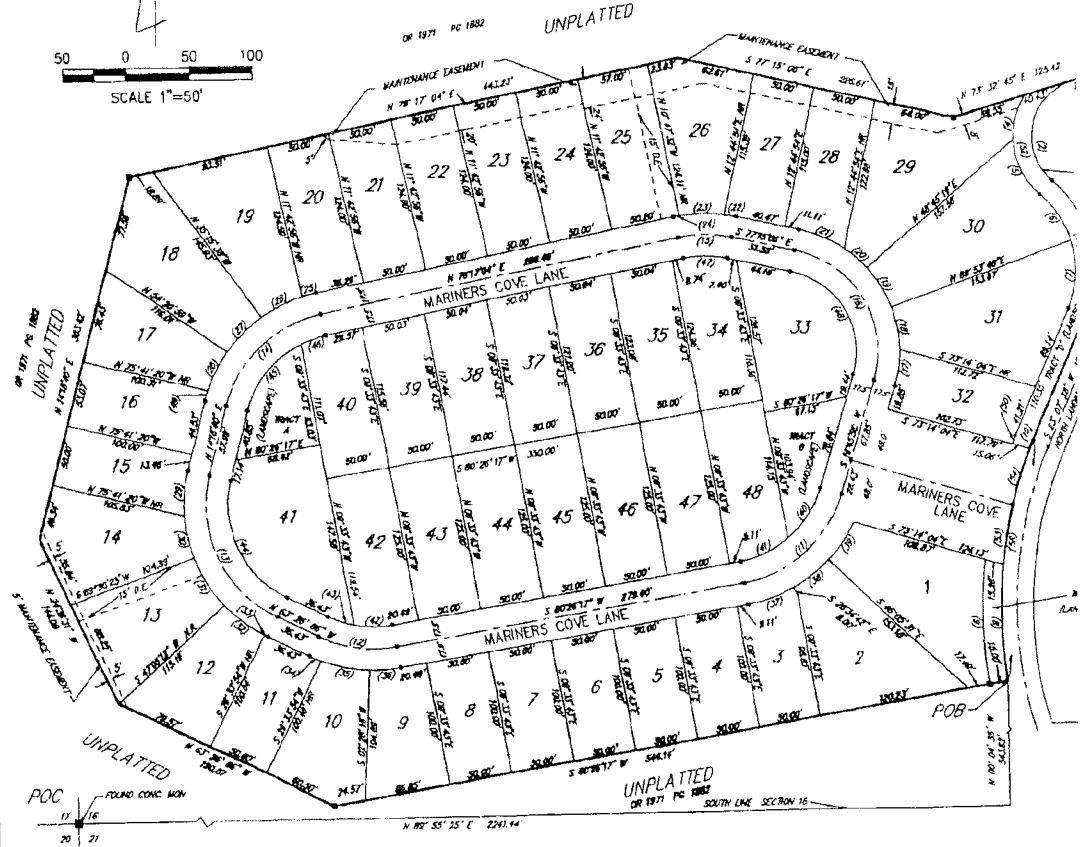
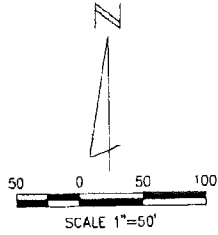
BROWN COLLINS, INC.  
1520 ROYAL PALM BLVD SUITE 200  
FORT MYERS, FLORIDA 33919

# MARINERS COVE VILLAGE

A SUBDIVISION IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

PLAT

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PB 47 PG 84

PB 47 PG 85

BROWN COLLINS, INC.  
 1521 ROYAL PALM BLVD SUITE 200  
 FORT MYERS, FLORIDA 33919

# MARINERS COVE VILLAGE

A SUBDIVISION IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

NUMBER	CURVE TABLE				
	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
1	272.00'	39°34'43"	187.89'	N03°20'08"E	184.18'
2	47.00'	121°59'56"	100.32'	N12°34'48"E	85.18'
3	98.00'	71°30'41"	122.31'	S12°37'52"E	114.53'
4	82.00'	33°51'36"	36.75'	S15°51'36"E	36.21'
5	82.00'	47°14'08"	51.15'	S24°45'14"E	45.71'
6	83.00'	31°41'23"	45.81'	S32°32'31"E	45.32'
7	83.00'	39°49'18"	57.83'	S03°12'46"W	68.83'
8	348.00'	15°35'24"	94.89'	S01°44'01"E	94.40'
9	383.00'	18°21'19"	101.61'	S01°32'34"E	101.28'
10	348.00'	01°13'15"	7.42'	S22°50'50"E	7.42'
11	100.00'	83°40'21"	111.13'	S48°38'08"W	109.50'
12	100.00'	38°07'37"	83.05'	N81°28'53"W	82.01'
13	100.00'	77°44'48"	138.89'	N24°33'43"W	125.82'
14	100.00'	63°58'24"	111.85'	N43°17'52"E	108.94'
15	100.00'	24°27'50"	42.70'	S89°29'01"E	42.37'
16	85.00'	94°01'02"	139.48'	S30°14'00"E	128.38'
17	102.50'	17°08'15"	30.40'	N08°12'48"E	30.49'
18	102.50'	19°40'53"	39.58'	N10°13'15"W	39.18'
19	102.50'	21°08'28"	37.82'	N30°40'26"W	37.81'
20	102.50'	13°42'48"	24.53'	N48°08'04"W	24.47'
21	102.50'	22°17'40"	36.88'	N88°08'16"W	36.83'
22	117.50'	04°30'10"	9.54'	N75°34'41"W	9.54'
23	117.50'	17°28'19"	35.83'	S80°21'34"W	35.89'
24	117.50'	02°20'21"	4.80'	S79°27'14"W	4.80'
25	117.50'	05°43'21"	11.74'	S75°25'23"W	11.73'
26	117.50'	17°49'21"	38.55'	S83°39'03"W	38.49'
27	117.50'	18°05'11"	39.15'	S45°11'42"W	38.97'
28	117.50'	17°10'07"	35.21'	S27°03'58"W	35.08'
29	117.50'	18°07'06"	37.13'	S02°18'57"W	37.00'
30	117.50'	18°30'11"	34.01'	S12°00'02"E	33.90'
31	117.50'	21°55'57"	44.98'	S31°21'38"E	44.70'
32	117.50'	19°34'48"	40.78'	S50°10'05"E	39.88'
33	117.50'	01°31'14"	3.13'	S82°40'15"E	3.13'
34	117.50'	08°08'38"	10.45'	S85°54'55"E	10.44'
35	117.50'	18°59'58"	38.98'	S78°01'14"E	38.70'
36	117.50'	12°02'01"	24.80'	N86°27'18"E	24.63'
37	117.50'	19°00'59"	39.00'	N70°55'48"E	38.82'
38	117.50'	17°30'50"	35.92'	N52°03'53"E	35.78'
39	117.50'	17°33'14"	38.00'	N36°07'52"E	38.88'
40	82.50'	33°57'32"	48.90'	S33°44'42"W	48.18'
41	82.50'	28°42'49"	42.70'	S85°04'52"W	42.31'
42	82.50'	20°57'37"	30.18'	N89°04'54"W	30.01'
43	82.50'	15°10'00"	21.84'	N71°01'08"W	21.77'
44	82.50'	77°44'45"	111.95'	N24°33'43"E	103.55'
45	82.50'	49°32'24"	71.33'	N39°04'52"E	69.13'
46	82.50'	14°28'00"	20.78'	N71°04'54"E	20.73'
47	82.50'	24°27'50"	35.23'	S89°29'01"E	34.98'
48	87.50'	94°01'02"	110.78'	S30°14'35"E	98.75'
49	117.50'	04°10'14"	8.55'	N18°20'47"E	8.55'
50	383.00'	01°28'02"	9.09'	S22°24'27"W	9.08'
51	83.00'	71°30'41"	103.99'	N12°37'52"W	97.00'
52	82.00'	81°13'18"	87.90'	N07°48'35"W	80.72'
53	348.00'	07°57'52"	48.17'	N10°00'37"E	48.34'
54	348.00'	07°54'39"	48.05'	N17°56'52"E	48.01'
55	285.00'	28°47'10"	183.19'	N08°43'53"E	141.89'
56	348.00'	32°41'11"	195.53'	S08°48'53"W	195.85'

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 JOB NUMBER 8951-07  
 DATE FEB 1991