

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SORRENTO

EXHIBIT

"A"

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SORRENTO

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

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SORRENTO**

That heretofore, the original Declaration of Covenants, Conditions and Restrictions of Sorrento, was recorded in Instrument Number 2013000236264, of the Public Records of Lee County, Florida, as amended. Such Declaration of Covenants, Conditions and Restrictions is hereby amended and is restated in its entirety. This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made by Sorrento Condominium Association, Inc., a Florida not-for-profit corporation. The land subject to this instrument was legally described in Exhibit "A" attached to the original Declaration and subsequent amendments (the "Properties"). Those legal descriptions are hereby incorporated by reference as though set forth at length herein, and the covenants and restrictions contained in this instrument shall run with said lands and be binding upon and inure to the benefit of all present and future Owners of Units in Sorrento and third parties as described herein. The acquisition of title to a Unit or any other interest in Sorrento or the lease, occupancy, or use of any portion of a Unit or the Association Property, constitutes an acceptance and ratification of all provisions of this instrument as amended from time to time, and an agreement to be bound by its terms.

1. DEFINITIONS. The terms used in this Declaration and its recorded exhibits shall have the definitions set forth below:

1.1 "Act" or "The Act" shall mean and refer to Chapter 718, Florida Statutes, as amended from time to time.

1.2 "Association" shall mean and refer to Sorrento Condominium Association, Inc., a Florida not-for-profit corporation.

1.3 "Association Property" means and refers to the land, systems, facilities, rights and easements which may be deeded, leased, licensed, granted, reserved, assigned, dedicated or transferred to the Association, or was or is designated Association Property, together with all improvements and personal property thereon and equipment, facilities and rights associated therewith. The term "Association Property" shall include, without limitation, all "Common Areas", as that term may have been used in the original Declaration, such as the recreational facilities, entrance features and gates, perimeter walls, and the Surface Water Management System. The term "Association Property" excludes all "Common Elements" of the Condominium and all real property and improvements submitted to the condominium form of ownership under the Condominium Declaration.

1.4 "Board" means and refers to the Board of Directors of the Association.

1.5 "CDD" means the Parklands Lee Community Development District.

1.6 "Condominium" means Sorrento, a Condominium, per the Condominium Declaration.

1.7 “Condominium Declaration” means that Declaration of Condominium of Sorrento, a Condominium, recorded in Instrument Number 2013000242074, Public Record of Lee County, Florida.

1.8 “Governing Documents” means and refers to all of the governing documents affecting Sorrento including this Declaration, the Condominium Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations and resolutions of the Association.

1.9 “Master Declaration” or “Declaration” means and refers to this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sorrento, and any exhibits or amendments thereto.

1.10 “Member” means and refers to persons or entities who are members of the Association as provided in the Governing Documents.

1.11 “Properties” or “Sorrento” means and refers to all real property which is subject to this Declaration and includes both Association Property and Units as described in the preamble on Page 1 hereof.

1.12 “Occupant” or “Occupy” when used in connection with a Unit, means any person who stays overnight in a Unit.

1.13 “Owner” or “Unit Owner” means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Condominium Unit in the Condominium.

1.14 “Rules and Regulations” means and refers to any administrative rules and regulations governing use of the Association Property and procedures for administering the Association and the Properties, as adopted, amended and rescinded from time to time by the Board of Directors.

1.15 “Surface Water Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Florida law and those permits granted by all local, state and federal agencies.

1.16 “Tenant” means and refers to one who leases or rents from an Owner and holds temporary possession of a Unit.

1.17 “Unit” or “Condominium Unit” means a residential dwelling unit in the Condominium, which is intended for occupancy and use as a single-family residence pursuant to the Condominium Declaration and Chapter 718, Florida Statutes.

1.18 “Voting Interests” means the voting rights distributed to the Members in accordance with the Bylaws and Section 2.5 hereof.

2. ASSOCIATION; MEMBERSHIP; VOTING RIGHTS. The administration, management and ownership of the Association Property shall be by Sorrento Condominium Association, Inc., a Florida not-for-profit corporation, which shall perform its functions pursuant to the following:

2.1 Articles of Incorporation. The Articles of Incorporation ("Articles") of the Association.

2.2 Bylaws. The Amended and Restated Bylaws ("Bylaws") of the Association.

2.3 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, repair and replacement of the Association Property, 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.

2.4 Membership. Every person or entity who is a record Owner of a fee interest in any Unit shall be a Member. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

2.5 Voting Interests. The Members are entitled to one (1) vote for each Unit owned by them in accordance with the Bylaws.

2.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Unit 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 such Unit if present in person at an Association meeting, unless the joinder of all record Owners is specifically required.

2.7 Change of Membership. A change of membership in the Association shall be established by the new Owner's membership becoming effective as provided above and in the Bylaws; and the membership of the prior Owner shall thereby be automatically terminated.

2.8 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which 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.

2.9 Association As Owner of Units. The Association has the power to acquire title to a Unit by foreclosure of the Association's lien as provided for elsewhere in this Declaration and the Governing Documents or by deed in lieu of foreclosure, and to hold, lease, mortgage, encumber and convey such Unit, with the prior approval of the Board of Directors. The Association has the power to acquire title to Units through a voluntary transaction other than a deed in lieu of foreclosure or foreclosure sale, and hold, lease, mortgage and convey them, subject to the approval of a majority of the Board.

2.10 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Designated Voters. A copy of the up to date roster shall be available to any Owner upon request.

2.11 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Association Property, the Association shall not be 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 of Owners or other persons.

2.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, all rights and powers of the Association shall be exercised by the Board of Directors and its officers, and no vote of the Members shall be required. An Owner does not have the authority to act for the Association by virtue of being an Owner.

2.13 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents, and those provided in Chapters 607, 617, and 718, Florida Statutes, as applicable.

3. ASSESSMENTS AND LIENS. The Association has the power to levy and collect assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each Unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual Unit for any amounts, other than for common expenses, which are properly chargeable against such Unit under this Declaration (including without limitation Article 10 hereof) or the Bylaws. Assessments shall be levied and payment enforced as provided in the Condominium Documents, and as follows:

3.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Association Property, the expenses of operating the Association pursuant to the Governing Documents, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts.

3.2 Share of Common Expenses. The Owner of each Unit shall be liable for its prorata share of common expenses as set forth in the Governing Documents.

3.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her Unit. No Owner can withdraw or receive distribution of his or her share of the common surplus, except as otherwise provided herein or by law.

3.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner, and any interest, late fees, attorney's fees and costs. Multiple Owners are jointly and

severally liable. Except as provided in Section 3.8 below, whenever title to a Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments which came due prior to the transfer, and any interest, late fees, attorney's fees and costs and remain unpaid without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

3.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Areas or Association Property, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit of the Common Areas for any reason whatsoever. No Unit Owner may be excused from payment of his or her share of the common expenses unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided in Section 3.8 below as to certain mortgagees.

3.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but the Association may charge interest at the highest rate allowed by law, calculated from the date due until paid on all sums not timely paid. Assessments shall be deemed paid when received by the Association. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared. The foregoing is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

3.7 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest, late fees, and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit as well as attorney's fees and costs incurred due to any lien, mortgage foreclosure or bankruptcy on the Unit. Except as otherwise provided by Section 718.116 F.S., the lien is effective from and shall relate back to the recording of the original Master Declaration. The Claim of Lien must state the description of the condominium parcel, the name of the record Owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments which are due and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process, including fees and costs incurred in protecting the Association's assessment rights in any mortgage foreclosure action against an Owner or Owner's bankruptcy action. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

3.8 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first institutional mortgage, but only to the least extent required by the Condominium Act. Upon foreclosure, the first mortgagee, or its successors or assigns, shall be responsible for the Association's attorney's fees and costs

incurred in the foreclosure action, in addition to assessments owed. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly required by law. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

3.9 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

3.10 Certificate as to Assessments. Within ten (10) business days after request by a Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the condominium have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may impose a reasonable fee in connection with issuing the estoppel letter. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Condominium Act to be made available or disclosed. The Association or its authorized agent may impose a reasonable fee to a prospective purchaser, lienholder, or the Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than information required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response. The Association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy".

3.11 Suspensions for Non-Payment. If a Unit Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association may suspend the Unit Owner's right to use common facilities or any other Association Property until the monetary obligation is paid, except for limited common areas intended to be used only by that Unit, Association Property that must be used to access the Unit, utility services provided to the Unit or parking spaces. The Association may also suspend the voting rights of a member due to non-payment of any monetary obligation due to the Association which is more than ninety (90) days delinquent. Any such suspension must be imposed at a properly noticed Board meeting, and after the imposition of such suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery. The suspension ends upon full payment of all obligations currently due or overdue the Association.

3.12 Tenant Demand. If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay the future monetary obligations related to the Condominium Unit to the Association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the Association until

the Association releases the tenant or the tenant discontinues tenancy in the Unit. The Association must mail written notice to the Unit Owner of the association's demand that the tenant make payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an Association is immune from any claim from the Unit Owner.

(A) If the tenant prepaid rent to the Unit Owner before receiving the demand from the Association and provides written evidence of paying the rent to the Association within fourteen (14) days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the Association to be credited against the monetary obligations of the Unit Owner to the Association.

(B) The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least ten (10) days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the Unit Owner in the amount of moneys paid to the Association under this section.

(C) The Association may issue notices under Section 83.56 and may sue for eviction under Sections 83.59-83.625 as if the Association were a landlord under Part II of Chapter 83 if the tenant fails to pay a required payment to the Association. However, the Association is not otherwise considered a landlord under Chapter 83 and specifically has no duties under Section 83.51.

(D) The tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

(E) A court may supersede the effect of this sub-section by appointing a receiver.

4. WATER MANAGEMENT SYSTEMS.

4.1 Transfer of Surface Water Management System. Should the Association cease to exist, the surface water management system, property containing the surface water management system and water management portions of the Association Property shall be conveyed to an agency of local government determined to be acceptable by the South Florida Water Management ("SFWMD"). If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Association Property will be dedicated to a non-profit corporation similar to the Association.

4.2 Amendments Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of the Association Property shall be submitted to the SFWMD for review prior to finalization of the Amendment. SFWMD shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by SFWMD prior to the Amendment of the Declaration.

4.3 Surface Water Management. No Owner or any other person or entity shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property. In particular, no Owner other than the Association shall install any landscaping, place any fill on Association Property, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous property. No construction activities may be conducted relative to any portion of the surface water management system, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Association, the SFWMD or any appropriate governmental agency that may require access to carry out obligations set forth in the Permit. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the Association and SFWMD. If such actions are permitted by the Permit and SFWMD, the Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in water management areas are strictly prohibited.

4.4 Rights of SFWMD. The SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problem with the surface water management system facilities or any mitigation or conservation areas under the responsibility or control of the Association.

4.5 SFWMD Permit. The Environmental Resource or Surface Water Management Permit is attached as Exhibit "D" to the original Declaration and is incorporated and made a part hereto by reference. Copies of the permit and any future permit actions of the SFWMD shall be maintained by the Registered Agent of the Association for the benefit of the Association.

5. PROPERTY RIGHTS: EASEMENTS.

5.1 Use of Association Property. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for use, ingress, egress and access in, to and over the Association Property for use in common with all other Owners, their tenants, guests and invitees. These easements shall be appurtenant to and shall pass with the title to every Unit subject to the following:

(A) The right and duty of the Association to levy Assessments against each Unit for the upkeep, maintenance, repair or betterment of the Association Property and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Association Property to any public agency, authority, utility, or the South Florida Water Management District 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 Association Property for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Association Property and facilities thereon shall extend to the members of his family who reside with him, and to his tenants, guests and invitees, subject to regulation from time to time by the Association.

(D) The right of the Association to make, amend, revoke or revise reasonable Rules and Regulations governing use of the Association Property and the Units.

5.2 Easements. The Board of Directors shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as the Board of Directors shall deem necessary or desirable, for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Units. Each Unit shall be subject to an easement in favor of all other portions of the Properties for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public utility lines and other similar or related facilities serving other Units and portions of the Properties. The Association is granted a blanket easement over the Association Property and Units for the purpose of carrying out its responsibilities pursuant to this Declaration. All of the Properties shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Association Property or contiguous thereto or caused by inaccuracies in the building or rebuilding of such improvements or caused by changes in the building design or approved site plan provided such changes have been approved by the appropriate governmental authorities. Such easements for encroachments shall continue until the encroachments no longer exist.

5.3 Surface Water Management. It is acknowledged that the surface water management, drainage and storage system for the Property is one integrated system, and accordingly those portions contained within the Property shall be deemed Common Area and an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the Property; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. If pursuant to the permitting requirements of any governmental authority the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by SFWMD and any other controlling governmental authority. Except as hereafter provided, the Association shall maintain as a regular expense the entire surface water management, drainage and storage system for the Property, including but not limited to all lakes and canals, swale areas, retention areas, culverts,

pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owed by the Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Association will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Association will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Association will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

5.4 Emergency Access. The Association shall be responsible for the maintenance, repair and replacement, if necessary, of the 20 foot stabilized emergency access shown on the Banks Engineering Plans and Specifications for Sorrento dated May 2, 2012 and on file with the City of Bonita Springs (the "Emergency Access"). The Emergency Access is located between Phases 12 and 38 of the Condominium Property and between Sosta Lane and Mattiotti View. The Emergency Access shall at all times be kept properly mowed and it shall further be promptly repaired to the specifications in the referenced engineering plans if it is damaged by use or otherwise. In the event the Emergency Access is not so maintained, repaired and replaced, the CDD shall have all right to perform such maintenances, repair or replacement. In the event the CDD is required to do any of the foregoing, the Association shall reimburse the CDD for the actual cost thereof within thirty (30) days of written demand for reimbursement of such costs together with copies of paid invoices evidencing the actual cost to the CDD. If the Association fails to reimburse the CDD as set forth herein, the CDD shall have all rights of collection, including reasonable attorney's fees and costs related thereto, available at law or in equity.

5.5 Cable Television, Internet and Home Security Monitoring Services. The Association is not obligated to but may enter into an Agreement with a cable television company, internet service provider and/or security monitoring company pursuant to which all of the Owners will be provided cable television and/or internet service and/or home security monitoring services, which will be charged as assessments. The Association may refuse entry into the property by any representative of any cable television company, internet service provider and/or security monitoring companies other than the cable television, internet service provider and/or security monitoring company which has entered into an Agreement with the Association. In the event security monitoring is provided to the ownership by the Association, the Association will have no liability of any kind or nature due to the failure of the security monitoring company to detect or react to fire, unauthorized entry, or other security problem in any home.

5.6 CDD. Each Owner is hereby advised that the Association Property, Condominium Property and all Condominium Units are within the Parklands Lee Community Development District. The Community Development District may impose and levy taxes or

assessments, or both taxes and assessments, on the Units. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the District and are set annually by the governing Board of the District. These taxes and assessments are in addition to county and other local governmental taxes and assessments, all other taxes and assessments provided for by law and Association assessments. The Association makes no representation or warranty regarding the facilities and services provided by the Community Development District or the amount of the Community Development District's taxes and assessments on the Units. Each Owner shall be deemed to have waived and released any claim against the Association for losses or damages resulting from actions or inactions of the Community Development District.

5.7 Partition: Separation of Interest. There shall be no judicial partition of the Association Property, 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 Unit owned by cotenants. The ownership of any Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one (1) Unit hold membership in the Association.

5.8 Governmental Easement. There is hereby declared and granted to all governmental bodies having jurisdiction over the Property, their agencies, department employees and agents, a perpetual non-exclusive easement over and across the Association Property for the maintenance, repair, construction, and reconstruction of utilities, for providing police and fire protection; for the providing of sanitation services and other service customarily provided by said governmental bodies and for the enforcement of the laws of the United States of America, State of Florida and Lee County.

5.9 Additional Easements. The Association shall have such easements across the Properties and all Units as are necessary to fulfill its obligations as set forth in the Governing Documents.

6. MAINTENANCE OF ASSOCIATION PROPERTY AND UNITS.

6.1 Association.

(A) The Association is responsible for the protection, maintenance, repair and replacement of the Association Property, which by definition includes all "common areas" such as, but not limited to:

- (i) all roads within the Properties;
- (ii) all common structures situated upon the common areas, including the pool, clubhouse, and other recreational facilities;
- (iii) such portions of any additional property included within the Association Property as may be dictated by this Declaration;
- (iv) all portions of the Surface Water Management System; and

(v) all parking areas within the Association Property.

(B) The Association shall be responsible for all drainage improvements on Association Property, unless such maintenance is the responsibility of a governmental body or other entity or unless the responsibility is delegated to the Owners herein.

(C) Except as set forth below, all maintenance, repair and replacement which is the responsibility of the Association shall be a common expense assessed to all Owners, unless the Association undertakes maintenance, repair or replacement that is the responsibility of an Owner due to the Owner's failure to undertake such maintenance, repair or replacement. Such expense shall be charged to the Owner.

6.2 Owner Maintenance. Owners shall maintain, repair and replace their Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition, in accordance with the Governing Documents. Whenever an Owner contracts for maintenance, repair or replacement, alteration, addition or improvement of any portion of the Unit, whether with or without approval from the Association, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.3 Material Alterations and Substantial Additions to Association Property; Mortgage or Conveyance of Association Property. Material alterations and substantial additions to the Association Property which cost in excess of ten percent (10%) of the annual estimated operating budget in the aggregate in any fiscal year may be undertaken only with approval from a majority of the Voting Interests present, in person or by proxy, at a meeting at which a quorum has been attained. Material alterations and substantial additions which do not cost in excess of ten percent (10%) of the annual estimated operating budget in the aggregate in any fiscal year may be undertaken without membership approval. Notwithstanding the foregoing, material alterations and substantial additions which are reasonably necessary to maintain, repair or replace the Association Property or which are required by a governmental authority or the Association's insurance carrier may be undertaken without membership approval. Any Property, whether real, personal or mixed, may be mortgaged, leased or otherwise encumbered by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit Owners. Any real property owned by the Association may be conveyed by the Board of Directors, but only after approval by at least a majority of the total voting interests. The Board of Directors shall have the authority to convey personal property without the need for authorization by the Unit Owners.

6.4 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with his obligation to maintain, repair or replace those items for which the Owner is responsible, after reasonable notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to correct the violation and the expenses of doing so shall be an obligation of the Owner collectable as an individual Assessment against that Unit. The Association is granted an easement upon the Unit and its improvements for these purposes. In

the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

6.5 Negligence; Damage Caused by Unit Owner. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Association Property, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, invitees or tenants. Each Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Association Property or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the actions of the Owner or the Owner's failure to perform this duty causes damage to other Units, the Association Property or property within other Units, the offending Owner 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. The Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Unit, which lien may be foreclosed in the same manner as the Association's claim of lien for Assessments.

7. INSURANCE: The Association shall obtain and maintain adequate insurance for the Association Property (with provisions for deductibles) as follows:

(A) Casualty. To the extent that there is Association Property containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Association Property, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors.

(C) Such additional insurance as the Board, in its business judgment, determines advisable.

8. USE RESTRICTIONS. The Board shall have the authority from time to time to make and enforce standards, Rules and Regulations governing the use of the Properties in addition to those contained herein. Such Rules and Regulations shall be binding upon all Owners and Occupants without regard for whether the same have been recorded in the public records, until and unless overruled, canceled or modified in a regular or special meeting of the Association by a majority of the Voting Interests present in person or by proxy. All provisions of the Governing Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all Tenants and Occupants of any Unit.

8.1 Residential Purposes. The Properties shall be used only for residential, recreational and related purposes consistent with this Declaration, the Condominium Declaration and the other Governing Documents.

8.2 Signs. No sign, symbol, name, address, notice or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the Association. Signs which are permitted within the Properties may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors shall have the right to erect signs on the Association Property as it deems appropriate.

8.3 Nuisance. Nothing shall be done upon any Unit or in any Properties or in the Association Property which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. All residents and their family, guests, tenants and invitees shall observe all traffic signs and devices, including, but not limited to, vehicular speed limits and any other Rules or Regulations while on the Association Property.

8.4 Association Property. No Owner shall make use of the Association Property in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Association Property, nor in any other manner deface the Association Property.

8.5 Leasing. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Governing Documents. Leasing of Units shall be subject to the prior written approval of the Association. The Association may require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of One Hundred Dollars (\$100.00). No lease shall be approved for a term of less than thirty (30) days. No Unit may be leased more than four (4) times in any calendar year. The Owner will be jointly and severally liable with the tenant for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may, by resolution, establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area, Association Property, or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with applicable codes regarding the size of the Unit. The tenant, as part of the lease, shall agree to abide by and adhere to the terms and conditions of the Governing Documents. By acceptance of a deed to the Unit, the Owner hereby agrees to remove, at the Owners' sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by the Governing Documents. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be

charged to the Owner as an individual Assessment. During such time as a Unit is leased, the Unit Owner shall not enjoy the use privileges of the Common Area or Association Property.

8.6 Window Coverings. No external window coverings, reflective window coverings or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into the Unit or when permanent window coverings are being cleaned or repaired. No security bars shall be placed on any windows of any Unit without prior written approval of the Board of Directors or any Architectural Review Committee ("ARC"). No awnings, canopies or shutters shall be affixed to the exterior of a Unit without prior written approval of the Board of Directors or ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Board of Directors or ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

8.7 Parking, Commercial Vehicles, Boats, Trailers and Towing.

(A) There shall be no parking on any portion of any sidewalk which is not part of a designated driveway, grass or street within the Property. An Owner may park in his Unit garage or in the driveway of the Unit. Except as permitted below, no commercial trucks, other commercial vehicles, campers, mobile homes, recreational vehicles or boats or other trailers shall be kept on the Property other than in a Unit garage provided that a sport utility vehicle, passenger truck or passenger van shall not be considered a commercial truck. For purposes of the foregoing, "commercial vehicles" shall mean those not designed or used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall be dispositive as to whether same is a commercial vehicle. No vehicles displaying commercial advertising shall be parked within the public view. The foregoing shall not prohibit, however, (i) the parking of otherwise prohibited vehicles on the Property in the course of providing services to the Property, the occupants thereof, or the Association; (ii) unmarked pickup trucks, (iii) vans with windows along the entirety of both sides and which contain seating for at least four (4) persons, provided that such vans and trucks shall not bear commercial-type lettering or graphics or (iv) vehicles expressly approved by the Board of Directors, even if such vehicles would otherwise be in violation of this Section or the parking of any vehicles within the enclosed garage. In addition, commercial vehicles that are also utilized as a primary personal vehicle shall be permitted on the Condominium Property so long as the owner of such vehicle registers the commercial vehicle as a primary personal vehicle with the Association. The Association may elect to issue vehicle decals for such registered commercial vehicles and the Association reserves the right to require that a decal be displayed on the vehicle while it is parked on the Condominium Property. All vehicles kept on the Condominium Property shall be operational and in good condition. In the event of doubt or dispute as to whether a vehicle is prohibited by this Section, the good-faith determination of the Board shall be binding and conclusive.

(B) Subject to applicable laws and ordinances, and in addition to any other remedy, any vehicle parked in violation of these or other restrictions contained herein or in any Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) consecutive hours from the time a notice of violation is placed on the vehicle or if such vehicle was cited for such violation within the preceding fourteen (14) day period. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason or such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, boats, recreational vehicles, etc. By acquisition of title to a Unit, the Owner provides to the Association the irrevocable right to tow vehicles parked on the Owner's Unit which are in violation of this Declaration.

(C) Notwithstanding any contrary provision of the Declaration, no all-terrain vehicles (ATVs), motorized skateboards, mini or micro motorcycles, mini-bikes, and go-carts, operated by gas shall be operated on any street, sidewalk or other portion of the Common Area, except that prohibited vehicles which comply with the prerequisites established under Florida Law for operating a motor vehicle on public streets, roads and thoroughfares as provided in Florida Statutes Chapter 322 may be operated on the Association streets for direct ingress/egress to and from the Owner's Unit to public streets, roads and thoroughfares.

(D) None of the foregoing restrictions shall apply to commercial vehicles or other vehicles of vendors furnishing goods and services to the Association.

(E) Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in a Unit garage. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the enclosed Unit garage. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

8.8 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on the Property except in closed sanitary containers approved by the Association. Dumping of grass clippings, leaves or debris, petroleum products or potentially hazardous materials in any drainage ditch, stream, pond, canal, or elsewhere in the Property is strictly prohibited.

8.9 Fireworks. Use and discharge of firecrackers and other fireworks or discharge of firearms is strictly prohibited. No radio, loudspeaker, horn, whistle, bell or other sound device shall be used so as to be an unreasonable annoyance or nuisance to Owners or Occupants of Units.

8.10 Wildlife. No capturing, trapping or killing of wildlife within the Properties is permitted, unless authorized by the Association and in accordance with applicable law.

8.11 Surface Water Management System. No activity which has the effect of changing, altering, impeding or interfering with the operation of the Surface Water Management System shall be permitted.

8.10 Pets on common areas. Unit owners keeping permitted domestic animals shall be responsible for picking up after their pet and for any inconvenience or damage caused by such animal. All Unit Owners must take a disposal container or similar device with them when walking their pet. No pet shall be left unattended on any portion of the Association Property, and all pets shall be kept leashed when not confined to the Unit Owner's Unit. No pets shall be permitted in the pool or on the pool deck.

9. ASSOCIATION'S EXCULPATION. The Association may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever.

10. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported to the Association's property manager or a member of the Board. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation of the Governing Documents, the Association shall give the alleged violator reasonable written notice of the alleged violation thus requiring the Owner to correct the 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, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Association shall have the ability to take any action to compel compliance as set forth below.

10.1 Legal Action. To the fullest extent permitted by the Act, judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or 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. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents.

10.2 Entry by Association. 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/or its authorized agent, in addition to all other remedies, the right to enter upon a Unit or portion of the Association Property where such violation or breach exists and in the event of an emergency, summarily abate and remove or in a non-emergency situation abate and remove after giving reasonable notice, all at the expense of the Owner, any construction or other violation that may be or exist thereon. The Association and/or its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

10.3 Fines and Suspensions. To the extent permitted by the Act, as it may be amended from time to time, the Board may impose a fine or fines and/or suspend an Owner's use rights to

Association Property or services in accordance with the procedures set forth in the Bylaws and the Act, against an Owner for failure of the Owner, his family, guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Unit, unless permitted by the Act.

10.4 Charges. To levy specific charges or individual Assessments to cover costs incurred by the Association in taking the enforcement actions set forth herein, to the extent permitted by the Act.

11. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:

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

11.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by at least one-third (1/3) of the Voting Interests. If by petition, the proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can be given. Proposals to amend the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underline and strike-through format, but instead a notation shall be inserted immediately preceding the proposed amendment substantially as follows: "substantial rewording of Declaration. See provision ____ for present text."

11.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is

approved by at least a majority of those Voting Interests present, in person or by proxy, at a duly called meeting of the Association at which a quorum is attained, provided that the text of each proposed amendment has been given to the Members with notice of the meeting. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or By-Laws affecting any aspect of the surface water management system must receive prior written approval of the South Florida Water Management District.

11.4 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 the Declaration is recorded, and shall be executed by the President or a Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Lee County, Florida.

12. GENERAL PROVISIONS.

12.1 Waiver. Any waiver by the Association of the breach of any provisions of the Governing Documents must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

12.2 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 shall not affect the validity of the remaining portions.

12.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

12.4 Notices. Any notice required to be sent to any Owner under the provisions of the Governing Documents 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.

12.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.