

**CORKSCREW WOODLANDS
ASSOCIATION, INC.**

**DECLARATION OF COVENANTS,
CONDITIONS
AND RESTRICTIONS**

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF
CORKSCREW WOODLANDS:
THE RV LANDMINIUM COMMUNITIES**

This amended and restated Declaration of Covenants, Conditions and Restrictions contains substantial reorganization and rewording of the original Declaration.

Corkscrew Woodlands Association, Inc., formerly known as Corkscrew Woodlands: The RV Landominium Communities Association, Inc., a not for profit Florida corporation herein called “**Association**” on behalf of itself, its successors, grantees and assigns, and their heirs, successors and assigns hereby makes this Declaration of Covenants, Conditions and Restrictions:

1. SUBMISSION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Corkscrew Woodlands, Limited, a Florida limited partnership, as Developer, submitted certain lands located in Lee County, Florida, then owned by said Developer, to the landowners association form of ownership. The lands submitted as a part of the original Declaration of Covenants, Conditions and Restrictions of **CORKSCREW WOODLANDS: THE RV LANDMINIUM COMMUNITIES** described in the original Declaration and subsequent amendments as are filed in the Public record are hereafter sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall be binding perpetually on any parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2. NAME

2.1 PLAN OF DEVELOPMENT

The Developer has constructed 640 single-family residential units and associated improvements and originally designated them as **CORKSCREW WOODLANDS: THE RV LANDMINIUM COMMUNITIES**. The development is now a 55 and over community.

2.2 ASSOCIATION

The name of the property owner’s association is **CORKSCREW WOODLANDS ASSOCIATION, INC.** This Association is incorporated as a not-for-profit Florida corporation.

3. DEFINITIONS

The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

3.1 ARTICLES

The Articles of Incorporation of the Association (Exhibit 1 attached)

3.2 ASSESSMENT

A share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner, and such additional sums which may be assessed directly against one or more Unit Owners (though not necessarily against other Unit Owners).

3.3 ASSOCIATION

The **CORKSCREW WOODLANDS ASSOCIATION, INC.**, a not-for profit Florida corporation is the entity responsible for the operation of the Community.

3.4 BOARD OF DIRECTORS

The Board is responsible for administration of the Association

3.5 BY-LAWS

The By-laws of the Association (Exhibit 2 attached)

3.6 RULES AND REGULATIONS

The Rules and Regulations of the Association (Exhibit 3 attached)

3.7 COMMON AREAS

The portions of the Community as follows:

3.7.1 LAND

The land designated in the Site Plans filed in the Plat Books of Lee County (Exhibit 4 attached).

3.7.2 IMPROVEMENTS

All parts of the improvements not included within the Units.

3.7.3 EASEMENTS

Easements for access to utilities and other such necessities.

3.7.4 UTILITIES

Installations for the furnishing of services to more than one Unit or to the Common Area, such as electricity, gas, water and sewer_and television service.

3.8 COMMON EXPENSES

All expenses incurred by the Association for or relating to the Community operations.

3.9 COMMON SURPLUS

The amount of all receipts of the Association, including, but not limited to, Assessments, Rents, Profits and Revenues on account of the Common Areas, in excess of the amount of Common Expenses.

3.10 COMMUNITY

Formerly entitled the Planned Development the term Community includes all real property herein before described and property deeded to the Association heretofore and hereafter in Lee County Books of Plats for Corkscrew Woodlands, phases I, II, III, IIIA and IV (Exhibit 4 attached) and any additional properties which may become subject to the conditions hereof by amendments filed in accordance with the Declaration. Further it is the development of said property for residential use under the Association for the purpose of enhancing, maintaining and protecting the value, attractiveness and desirability of the Units comprising such a Community.

Association members have declared themselves to be a Residential Community of Older Persons that complies with the "55 and over exemption" to the Federal and Florida Fair Housing Act.

3.11 COUNTY

The county of Lee, State of Florida.

3.12 DECLARANT (OR DEVELOPER)

Corkscrew Woodland, Ltd., a Florida limited partnership, it's successors and assigns was the original Declarant and Developer.

3.13 DECLARATION

This instrument, as it may be amended from time to time.

3.14 DOCUMENTS

The Declaration and its attached exhibits, which set forth the nature of the property rights in the Community and the Covenants running with the land which govern these rights. All the Documents shall be subject to the provisions of the Declaration.

3.15 IMPROVEMENTS

All structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Community, excluding individual Units.

- 3.16 LESSEE**
A renter who has made a legal contract for consideration (money) to use a Unit as a place of residence and to enjoy full privileges and use of facilities and Common Areas the same as Owners, their Guests and Invitees for a specified period of time.
- 3.17 MAINTENANCE**
The exercise of reasonable care to keep Common Areas, improvements and fixtures in a condition comparable to their original condition.
- 3.18 MEMBER**
Every person or entity who holds a Membership in the Association.
- 3.19 OCCUPANT**
An individual or individuals using a Unit as a place of residence as an Owner, or a Lessee or their family, guests, and/or invitees.
- 3.20 OPERATION**
The administration and management of the Community.
- 3.21 PERSON**
An individual, corporation, trustee or other legal entity capable of holding title to real property.
- 3.22 PROPERTY OR PROPERTIES**
That certain property described in Exhibit 4 which is now submitted to this Declaration and any additional property which may become subject to the Declaration by amendments filed in accordance with the Declaration.
- 3.23 UNIT**
A part of the Community which is subject to exclusive ownership and is described on a plat filed in the Plats Books of the Public Records of Lee County, Florida.
- 3.24 UNIT OWNER (OWNER OF A UNIT) (OWNER)**
The Owner of a Unit who is a Member of the Association.
- 3.25 UNIT NUMBER**
The letter, number or combination thereof which is designated upon the surveyor plans and which is used as the identification of a Unit.
- 3.26 55 AND OVER COMMUNITY**
A residential community that complies with the “55 and over exemption” to the Federal and Florida Fair Housing Acts.

4. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

4.1 REAL PROPERTY

Each Unit, which is a parcel of land in the shape of a section of an annulus, (concentrazoid) approximately 2220 square feet shall for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration, its Exhibits and applicable laws. Since the Unit has been defined as land, the only boundary each unit shall have is its perimeter boundary as shown on Exhibit 4, the Plat.

4.2 EXCLUSIVE USE

Each Unit owner shall have exclusive use of his unit and only for single family residential purposes. No parcel or any building erected on any parcel shall at any time be used for the purpose of any trade, business or manufacture other than a business which does not involve signage, noise, odors or emission of light visible or detectable from the exterior of the residence or building; provided, however, that this provision shall not be construed to prevent owners from renting or leasing their parcels.

4.3 APPURTENANCES

The ownership of each Unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the rights, title and interest of a Unit Owner in the Community which shall include but not be limited to:

4.3.1 ASSOCIATION MEMBERSHIP

4.3.2 EXCLUSIVE EASEMENT

An exclusive easement for the use of the air space above the Unit to a height of fourteen (14) feet.

4.3.3 NON-EXCLUSIVE EASEMENTS

The following non-exclusive easements were created by the Developer to the Association and its employees, each Owner or other Occupant, agents and hired contractors, utility companies, and to governmental and emergency services are hereby granted and confirmed.

4.3.3.1 INGRESS AND EGRESS

This includes easements over, through, and across the Common Areas for ingress and egress to Units and public ways. A non-exclusive easement in favor of each Unit Owner or Occupant shall exist for pedestrian traffic over, through and

across sidewalks, streets, roads, paths, walks and other portions of the Common Areas as from time to time may be intended and designated for such purpose and use for vehicular and pedestrian traffic over, through and across such portions of the Common Areas as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Community. Any such lien encumbering such easements (other than those in the Community) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

4.3.3.2 MAINTENANCE, REPAIR AND REPLACEMENT

Easements over, through and across the Units and Common Areas for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

4.3.3.3 UTILITIES

Easements over, through and across the Common Areas and Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other Units and the Common Areas.

4.3.3.4 PUBLIC SERVICES

Access to the property and to the Units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

4.3.3.5 MISCELLANEOUS

The Association on behalf of all Unit Owners (each of whom hereby appoints the Association irrevocably as their Attorney-in-fact for this purpose) shall have the right: (a) to grant such additional electric, water, sewer lines, drainage, gas, cable television or other utility or service easements or to relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions) in any portion of the Community; and (b) to grant access easements or to relocate any existing access easements in any portion of the Community as the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, for the general health or welfare of the Unit Owners or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units.

5. UNIT MAINTENANCE

The responsibility for maintenance of a Unit shall be as follows:

5.1 BY THE ASSOCIATION

5.1.1 SERVICES

Services at the Unit by the Association. All sewer piping to the living accommodation connection, water piping up to and including water shut off valve, as well as electrical and mechanical installations or equipment serving the Common Areas or more than one unit or the Common Areas; shall be maintained, repaired or replaced by the Association. Except however, sewer piping to the living accommodation along with water piping up to and including water shut off valve shall be the responsibility of Unit Owner whenever Owner improvements have been made over top such items. The Association is also responsible for lawn mowing, blowing and collection of landscape refuses.

5.1.2 FOR UNIT OWNER

Provided that if the maintenance and repair or replacement of any of the above shall be made necessary because of the negligence, act or omission of a Unit Owner or occupant, the work shall be done by the Association at the expense of the Unit Owner and the cost shall be secured as an assessment.

5.2 BY THE UNIT OWNER

The Unit Owner is responsible for maintenance and repair of living accommodation, and outbuildings as well as landscaping and trees on Unit property as well as plants, trees and other landscaping made on common ground by the Unit Owner. The Unit Owner is also responsible for the maintenance, repair and replacement of all electrical wiring, conduit and fixtures and TV cable from the living accommodation to common connection boxes.

5.3 MAINTENANCE OF CIRCLE COMMON AREAS

The maintenance of improvements made by the Members on Circle Common Areas shall be the responsibility of the residents of the surrounding Circle.

6. CONVEYANCE, DISPOSITION, FINANCING

In order to insure a community of congenial occupants and maintain our 55 and over status thus protecting the value of the Units, the conveyance and disposal of the Units by any Owner shall be subject to the following provisions:

6.1 ASSOCIATION APPROVAL

No Owner may sell, lease, give or dispose of a Unit or any interest therein in any manner without the written approval of the Association. The approval of the Association shall be obtained as follows:

6.1.1 WRITTEN NOTICE

Written notice shall be given the Association by the Owner of his intention to lease, transfer in any fashion or encumber his interest. The notice shall include the name and address and age of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction (lease or sales contract). The Association may require such other information as it deems reasonably necessary, but may impose no charge in excess of actual expenditures reasonably required with a maximum charge of \$100.00. No charge will be made in connection with an extension or renewal of a lease.

6.1.2 REPLY (SALE OR LEASE)

The Association must, within thirty (30) days after receipt of the information and fees requested, either approve the transaction or disapprove the transaction.

6.1.2.1 DISAPPROVAL OF SALE OR LEASE

Approval by the Association shall be withheld only if a majority of the Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Any of the following may be deemed to constitute good cause for disapproval:

6.1.2.1.1 CRIMINAL PAST

The person seeking approval has been convicted of a felony involving violence to persons or property, or a felon demonstrating dishonesty or moral turpitude;

6.1.2.1.2 FINANCIAL HISTORY

The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts;

6.1.2.1.3 APPLICATION FACE VALUE

The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Covenants and Restrictions applicable to the Association. By way of example, but not limitation, an Owner allowing a tenant to take possession

of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable Restrictions;

6.1.2.1.4 APPLICANTS HISTORY

The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations, or by his previous conduct in this Association as a tenant, Unit Owner or occupant of a Unit;

6.1.2.1.5 FAILURE TO COMPLY

The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

6.1.2.1.6 OWNER FINES

The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or

6.1.2.1.7 UNPAID ASSESSMENTS OR FINES

All assessments or other charges against the Unit have not been paid in full.

6.1.2.1.8 USE RESTRICTIONS

Failure of the applicant to adhere to the Declaration including but not limited to the provisions of Section 7 and in particular Section 7.4.

6.1.3 TIME LIMIT

The sale shall be closed within thirty (30) days after an alternative purchaser has been furnished or the Association has elected to purchase or within thirty (30) days of the arbitration award, whichever is later.

6.1.4 REPLY (OTHER)

If the proposed transaction is a lease, gift, mortgage to a lender, assignment of interest or other disposition than a sale, and is disapproved, notice of disapproval of the Association shall be sent in writing to the Owner or interest holder within thirty (30) days and the transaction shall not be made. If the proposed transaction is approved, written notice is not required.

6.1.5 DISPUTE

At the option of the Owner, if a dispute arises as to price, it shall be submitted prior to any litigation to arbitration in accord with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the Owner and the Association.

6.2 LEASE

The Association requires that all owners desiring to lease their Units complete a uniform lease or lease addendum that has been promulgated by the Board and which is available from the Association business office.

6.3 NOTICE OF SUIT

An Owner shall give notice to the Association of every suit or other proceedings which may affect the title of his Unit, such notice to be given immediately after the Owner receives knowledge thereof.

6.4 JUDICIAL SALES

No judicial sale of a Unit nor any interest therein shall be valid unless the sale is a public sale with open bidding. Failure to comply with this section concerning proceedings will not affect the validity of any judicial sale.

6.5 UNAUTHORIZED TRANSACTIONS

Any transaction, except judicial sales, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

6.6 ASSOCIATION SALES

The Association, its designees, successors and assigns shall have the right to show Units to prospective purchasers and tenants of Units, to erect signs on Units, to advertise Units for sale or lease, or other similar activity to aid in the sale of such Units they may acquire through foreclosure or purchase.

7. USE RESTRICTIONS

The use of the property in the Community shall be in accordance with the Rules and Regulations of the Association and the following provisions:

7.1 LAWFUL USE

All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility for meeting the requirements of governmental bodies which require maintenance, modification or repair within the Community shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed elsewhere in this Declaration.

7.2 INTERPRETATION

In interpreting deeds, mortgages and plans the existing physical boundaries of the Unit shall be conclusively presumed to be its boundaries regardless of variances between boundaries shown on the plans.

7.3 OCCUPANCY

Each Unit shall be used only as a single-family residence. ~~Permanent occupants are to be those related by blood, marriage or adoption with no more than one unrelated person in occupancy.~~ In no event shall occupancy (except for temporary occupancy by guests) exceed three (3) persons. The Board shall have the power to authorize an occupancy of a Unit by persons in addition to those set forth above and according to paragraph 7.4. Temporary occupancy shall not exceed thirty (30) days in any twelve (12) month period except by written approval of the Board.

7.4 FAMILIAL STATUS

Units shall be used and occupied solely as residences by the Owners thereof, their families or approved tenants. At least one person over the age of fifty-five (55) years must be a permanent occupant of each Unit while any person occupies said Unit. Persons under the age of fifty-five (55) and more than eighteen (18) years may occupy and reside in a Unit as long as at least one of the occupants is over the age of fifty-five (55) years. No person under the age of eighteen (18) years shall be allowed to permanently reside in or occupy a Unit for more than thirty (30) days in any twelve (12) month period.

Notwithstanding any provision hereof, the Association in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the age of eighteen (18) and fifty-five (55) to permanently reside in the community, and to grant exceptions in cases of hardship to permit individuals up to the age of eighteen (18) to reside temporarily up to six (6) months, providing that said exceptions shall not be permitted in situations where the granting of hardship exceptions would result in less than eighty percent (80%) of the Units in the community having less than one occupant fifty-five (55) years of age or older, it being the intent that at least eighty percent (80%) of the Units shall at all times have at least one occupant at least age fifty-five (55) years or older.

All such cases shall be presented to the Board in writing followed by a private hearing with the Board and the parties involved. The Board's decision shall be final. All sales and leases of Units shall be subject to the prior approval of the Association to insure compliance with this provision. The Association may require the use of a uniform application and may require such information as is reasonably necessary to insure compliance

with this provision. Applications for sale or lease shall be denied, without further liability to the Association, if the proposed occupants do not meet the qualifications of this provision.

The Association is required to submit written confirmation every two years that the Community is compliant with the requirements imposed by law on Housing for Older Persons.

7.5 PETS

No animals of any kind shall be raised, bred or kept in the Common Areas. Pets are prohibited except for those occupants of Units in circles designated as Pet Circles, which are Falcon, Owl, Limpkin and Cardinal. When out of doors pets must be leashed and walked in designated areas only.

7.6 NUISANCES

Flagrant or persistent disruptive behavior and/or disregard for the rights and property of others is prohibited. Initial offences shall result in a oral warning by the General Manager to the offending party or parties. In the case that violations are incurred by lessees or guests, written notice of the warning shall be sent to the Unit Owner. Subsequent offences shall result in a written request to the Unit Owner to evict offending lessees or guests from the Unit. Should the Unit Owner be the offending party or requested eviction process not be instituted within 15 days of the written request. Then "fine" procedures shall be carried out per Sect. 3.7 of the Association Bylaws.

7.7 RULES AND REGULATIONS

Reasonable Rules and Regulations concerning the use, appearance, occupancy, maintenance and Common Areas of the Community may be amended from time to time by the Board. ~~Such amendments shall be recorded not less than annually in the Public Record. Failure to record the amendments shall not affect their legal validity or enforceability.~~ Copies of the Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners upon request.

7.7.1 UNIT PROPERTY MODIFICATIONS ~~Rules and Regulations Part 1~~

Additions, alterations or changes to a Unit must be in compliance with the current Architectural Control Guidelines and Review Procedures as they are recorded.

7.8 GUIDELINES AND PAMPHLETS

The Board is authorized to promulgate Guidelines and Pamphlets to set standard of preferred behavior. Flagrant or persistent violation of standard so described may invoke Sect. 7.6 of this Declaration.

7.9 RESOLUTIONS Definition-A formal action by the Board

authorizing a particular act, transaction or appointment.

Resolutions shall be passed by the Board for the formulation and approval of various acts, transactions or appointments.

A Book of Resolutions shall be maintained that identifies all Resolutions currently in force and identifies Resolutions that have been superceded.

7.9 BUSINESS OR COMMERCIAL USE

Each unit shall at any time be occupied by only one family, its servants and guests, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any unit, nor may the name of the community or the address of any unit be publicly advertised as the location of any business. This restriction shall further not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use. This Section 7.9 is, however, intended to prohibit commercial or business activity by a unit owner which would unreasonably disrupt the residential ambiance of the building, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the community by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.

8 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 Community and for the operation of the Association, including regular assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual unit for any amounts other than the Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in the Bylaws and as follows;

8.1 COMMON EXPENSES

Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Area and Association property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Community, including any amounts budgeted to fund the reserve accounts. If the Board of Directors enters into a contract for cable television services in bulk for all Units, the cost of such services shall be a Common Expense.

8.2 SHARE OF COMMON EXPENSES

The Owner of each Unit shall be liable for a share of the Common Expenses of the Association equal to his or her share of ownership of the Common Area and common surplus.

8.3 OWNERSHIP

Assessments collected by or on behalf of the Association becomes 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 Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus except as otherwise provided herein or by law.

8.4 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. Multiple Owners are jointly and severally liable. Whenever title to a community parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all monies owed by the transferor, without prejudice to any right the transferee may have to recover from transferor any amounts paid by the transferee.

8.5 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 Area, by abandonment of the Unit for which the assessments are made, or by interruption in the availability of the Unit or the Common Area for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as provided below as to certain mortgagees.

8.6 APPLICATION OF PAYMENTS; FAILURE TO PAY; INTEREST

Assessments and installments thereof paid on or before fifteen (15) days after the due date shall not bear interest, but all sums not paid by the fifteenth (15th) day shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereof shall become due, and the Unit Owner shall become liable for the assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees and costs, and finally to unpaid assessments as required by law. No payment by check is deemed received until the check has cleared.

8.7 ACCELERATION

If any special assessment or monthly installment of regular assessments

as to a Unit becomes more than thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment and all special assessments for that fiscal year as if the balance had originally been due on the date the Claim of Lien was recorded. The Association Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate is exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, or may be sent separately.

8.8 LIENS

The Association has a lien on each Community parcel securing payment of past due assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether lien in the Public Records of Lee County, Florida, stating the description of the Community parcel, the name of the record Owner, the name and address of the Association, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

8.9 PRIORITY OF LIEN

Except as otherwise provide by law, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. Notwithstanding anything to the contrary herein, if any first mortgagee or other person, persons, or entity obtains title to a Lot or Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of assessments pertaining to such Lot or Unit or chargeable to the former record owner of legal title, which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085, Florida Statutes (2008), as amended from time to time. Any lease of a Unit is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

8.10 FORECLOSURE OF LIEN

The Association may bring an action in its name to foreclose its lien for unpaid assessments, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

8.11 CERTIFICATE AS TO ASSESSMENTS

Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Community parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

8.12 COLLATERAL ASSIGNMENT OF RENTS

In the event an owner is in default in payment of assessments for common expenses while the unit is leased, the Association shall have the authority to collect rents directly from the owner's tenant. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with this Article 8. Furthermore, notwithstanding any other remedy available to the Association under this Declaration, the Bylaws or applicable law, the Association shall have the following options when payment of assessments or charges are in default (more than ten days in arrears), the Association may, without order of the court, direct rental income (by written notice to the tenant with copy to the owner) from Lots or Living Units in default to be paid directly to the Association until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct.

8.13 SUSPENSION OF RIGHTS

If an owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of the owner or occupant, licensee, or invitee of the property to use common areas, common facilities, or any other Association property until the monetary obligation is paid. The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation to the Association which is more than 90 days delinquent for so long as the member remains delinquent.

9 ADDITIONS, ALTERATIONS AND IMPROVEMENTS

9.1 ALTERATION OF UNITS OR COMMON AREA BY UNIT OWNERS

No Owner shall make or permit the making of any material alteration or substantial additions to his unit or the Common Area, or in any manner change the exterior appearance of any portion of the Community, without the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Community in part or in whole. No Owner may alter the landscaping of the Common Area in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Community.

9.2 MODIFICATIONS AND ALTERATIONS

If a Unit Owner makes any modifications, installations or additions to his Unit, to the Common Area, or to the limited Common Area with or without Association approval, the Unit Owner, and his successors in title, shall thereby become financially responsible for;

- (1) insurance, maintenance, repair, and replacement of the modifications, installations or additions; and
- (2) all damages to other property or persons caused by such modifications, installations or additions; and
- (3) the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Community property; and
- (4) damage to the modifications, installations, or additions caused by work being done by the Association.
- (5) The Association ~~may~~ requires any owner desiring to make an alteration to agree to be responsible for the maintenance and repair thereof and any resulting loss occasioned by said alteration. Said Agreement, if any, shall be recorded in the lands records of Lee County.

9.3 OWNER DEFAULT

If the Owner fails to construct additions, alterations or improvements in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so the Association, upon notice to the Owner, may make such corrections and impose on the Owner a Special Assessment in the amount of the cost of such correction and an administrative charge of ten percent (10%) secured by lien in the same manner as for other assessments.

9.4 USE OF LICENSED AND INSURED CONTRACTORS

Whenever a Unit Owner contracts for maintenance, repair, replacement,

alteration, addition or improvement of any portion of the Unit or Common Area, whether with or without Association approval, 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.

10 COMMON AREAS

The Common Areas described in Exhibit 4 shall be owned by the Association.

10.1 MAINTENANCE AND OPERATION

The maintenance and operation of the Common Areas shall be the responsibility of the Association that shall not, however, prohibit management contracts.

10.2 USE

Each Unit Owner or occupant and guests and the Association shall be entitled to use the Common Areas in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. Any Unit Owner leasing their Unit shall forego their right to use Association Common Facilities during the period of the lease. Notwithstanding the above, owners may continue to rent Association designated storage areas while the Unit is leased, and upon request, both Owner and tenant may both be assigned storage space by the Board to the extent space is available.

10.3 ALTERATION AND ADDITIONS TO COMMON AREA AND ASSOCIATION PROPERTY

The protection, maintenance, repair, insurance and replacement of the Common Area and Association property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Area or real property owned by the Association costing more than \$10,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Area or Association property also constitutes a material alteration or substantial addition to the Common Area, no prior Unit Owner approval is required.

11 INSURANCE

The insurance which, shall be carried on the property shall be governed by the following provisions:

11.1 ASSOCIATION TO PURCHASE

The Association shall purchase all insurance policies covering Common Areas except those insuring an individual Unit separately/

11.1.1 COVERAGE – CASUALTY

The common buildings and all other insurable improvements upon the Common Areas and all personal property owned by the Association (but excluding personal property, additions and/or alterations installed by the Owners) shall be insured with provisions for reasonable deductible as determined by the Board in an amount equal to the current insurable replacement value thereof (exclusive of excavation and foundations) as determined from time to time to account for inflation. Such coverage shall afford protection against:

11.1.1.1 STANDARD

Loss or damage by fire, windstorm and other hazards covered by standard extended coverage endorsement.

11.1.1.2 OTHER RISKS

Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, included but not limited to flood insurance, vandalism and malicious mischief, if available.

11.1.1.3 LIABILITY AND PROPERTY DAMAGE

Public liability and property damage in such amounts and in such forms necessary to adequately protect the Association.

11.1.1.4 WORKERS COMPENSATION

Workers' Compensation and unemployment compensation to meet the requirement of law.

11.1.2 TRUSTEE

All proceeds payable as a result of casualty loss shall be paid to the Association that shall act as Trustee for disbursements of the proceeds.

11.2 UNIT OWNERS

Each Unit Owner may obtain insurance at his own expense affording coverage upon his personal property, for his personal liability, for owner or mortgage title insurance for his Unit and as the Owner may desire. Association insurance does not provide for such coverage.

12 REPLACEMENT OR REPAIR OF CASUALTY DAMAGE

If any part of the Common Areas shall be damaged or destroyed by casualty, the

same shall be repaired or replaced unless such damage rendered seventy-five percent (75%) or more of the Common Areas unusable, and seventy-five percent (75%) of the Owners vote against such repair or replacement, in which event the proceeds pertaining to the Common Areas shall be distributed to the Association.

12.1 SPECIFICATIONS

Any such replacement or repair shall be substantially in accordance with the original plans and specifications.

12.2 ESTIMATE OF COSTS

Immediately after a casualty causing damage to property which the Association has the responsibility to insure, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in so far as reasonably possible in condition equal to that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board prescribes.

12.3 ASSESSMENTS

If the proceeds of insurance are not sufficient to defray the estimated costs of replacement and repair by the Association (including the aforesaid fees and premium, if any) an Assessment shall be made against the Unit Owners in the Community in sufficient amounts to provide funds to pay the estimated costs. If at any time during replacement and repair, such funds are insufficient, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for payment of such costs.

12.4 CONSTRUCTION FUNDS

The funds for payment of costs of replacement and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs by the Association, upon the written request of the Association, signed by an officer of the Association, and the architect or contractor in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, suppliers, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and the amounts so paid or now due.

12.5 SURPLUS

It shall be presumed that the first monies disbursed in payment of costs of replacement or repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the replacement or repair for which the fund is established, such balance shall belong to the Association.

12.6 INSURANCE ADJUSTMENTS

The Board has the exclusive right to adjust with the insurance all losses under policies purchased by the Association.

13 ASSOCIATION

The Community shall be managed by the Association. The administration of the Association by the Board and its powers and duties shall be as set forth in the Bylaws.

13.1 BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board of Directors and its powers and duties shall be as set forth in the Articles of Incorporation and the By-laws. Unit Owners will elect the members of the Board of Directors who shall be Unit Owners.

13.2 MEMBERS

The qualification of Members, the manner of admission and voting by Members shall be as follows:

13.2.1 OWNERS

Owners of Units in the Community shall be Members of the Association, and no other persons or entities shall be entitled to membership.

13.2.2 ADMISSION

Membership in the Association shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change of record title to a Unit in the Community with the new Owner thereby becoming a Member of the Association. The membership of the prior Owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new Owner must have been in compliance with this Declaration and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

13.2.3 VOTING

Owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as such Members may determine among themselves, but in no event shall more than one vote be cast with respect to any Unit owned by Members.

13.2.4 FISCAL MANAGEMENT

The fiscal management of the Community, including budget, fiscal year, assessments, lien for and collection of assessments and accounts shall be conducted by the Association as set forth in the By-Laws.

14 NOTICES

All notices to the Association required or desired hereunder or under the By-laws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its offices at the Community or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent first class mail to the Community address of such Unit Owner or such other address as may have been designated by him from time to time in writing to the Association or hand delivered. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper except notices of a change of address which shall be deemed to have been given when received or five (5) days after proper mailing, whichever shall first occur.

15 SIGNATURES

Whenever the signature of the President of the Association is required hereunder the signature of the Vice-president may be substituted in the absence or incapacity of the President, and whenever the signature of the Secretary of the Association is required hereunder the signature of the Assistant Secretary may be substituted in the absence or incapacity of the Secretary of the Association, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

16 GOVERNING LAW

Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits attached hereto or Rules and Regulations that are adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

17 RATIFICATION

Each Unit Owner by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise) and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles and By-Laws of the Association and Rules and Regulations are fair and reasonable in all material respects.

18 INTERPRETATION

The Board of Directors of the Association shall be responsible for interpretation of the provisions hereof and of any of the Exhibits attached hereto. Such

interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

19 COMPLIANCE AND DEFAULT

Each Owner and the Association shall be governed by and shall comply with the terms of the documents as they may be amended from time to time.

19.1 REMEDY

Failure to comply shall be grounds for relief that may include but shall not be limited to any action to recover damages or injunctive relief or both.

Actions may be maintained by the Association or by any Unit Owner.

19.2 COST

In any such proceeding, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorney fees, before trial, at trial and upon appeal as may be awarded by the court.

19.3 GRIEVANCE

In the event of a grievance of an Owner against the Board or a Member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of twenty (20) working days in which to resolve the grievance.

19.4 NO WAIVER OF RIGHTS

The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Documents shall not constitute other infractions.

20 COVENANT RUNNING WITH THE LAND

All provisions of this Declaration, the Articles, By-Laws and applicable Rules and Regulations as originally recorded and subsequently amended as herein and hereafter amended from time to time by the Association shall, to the extent applicable and unless otherwise expressed herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all the provisions hereof and thereof shall be binding upon and inure to the benefit of the Owner(s) of the land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns; but the same are not intended to create any rights in or for the benefit of the general public.

All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the

entering into a lease or the entering into occupancy of any Unit shall constitute an adoption and ratification by such Unit Owner, tenant or occupant of the provisions of this Declaration and of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in fact contained therein.

21 SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits attached hereto or applicable Rules and Regulations adopted pursuant to such documents as the same may be amended from time to time, shall not affect the validity of the remaining portions hereof or thereof all of which shall remain in full force and effect.

22 GENDER AND PLURALITY

Wherever the context so permits, the singular shall include the plural; the plural shall include the singular; and the use of any gender shall be deemed to include all or no genders.

23. WAIVER

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches, which may occur.

24. EXHIBITS

There is hereby incorporated in this Declaration any materials contained in the exhibits attached hereto.

25. AMENDMENTS

Amendments to this Document shall be made in accordance with the following:

25.1 PROPOSAL

An amendment may be proposed by either a majority of the Board or ten percent (10%) of the Membership of the Association. Any proposal to amend existing Covenants shall contain the full text of the Covenants to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted preceding the proposed amendment saying, "substantial rewording of Covenant."

25.2 NOTICE

Notice of the text of the Proposed Amendment shall be given not less than thirty days (30) in advance of the Annual Meeting or a Special Meeting called for that purpose.

25.3 APPROVAL

A Proposed Amendment must be approved by a majority of the Unit Owners of record. (One Unit one vote).

25.4 EFFECTIVE DATE

An amendment when adopted shall become effective only after being recorded according to law.

25.5 CONFLICTS

In the event of a conflict between any of the governing documents, the following hierarchy shall prevail: Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, By-Laws, Rules and Regulations, ~~Book of Resolutions~~ and Book of Minutes.