

**DECLARATION OF EASEMENTS, COVENANTS
CONDITIONS AND RESTRICTIONS
OF
COLONY LAKES
(As Amended and Restated)**

On December 20, 2000, the original Declaration of Easements, Covenants, Conditions and Restrictions of Colony Lakes was recorded in the official records Book 03341 Page 2840 as Instrument #5027683 of the Public Records of Lee County, Florida. That Declaration as it has previously been amended (at Official Record Book 3501 Page 1982 Instrument # 5257275; further amended in Instrument #2005000119990, Instrument #2007000149624, Instrument #2008000161552, Instrument #20110000092490, Instrument #2013000060271, and Instrument # 2016000064683) is hereby further amended in part and restated in its entirety, as amended.

This amended and restated Declaration of Easements, Covenants, Condition and Restrictions of Colony Lakes Property Association, Inc., a Florida corporation not for profit hereinafter called "the Association"). The purpose of this amended and restated document is to correct scrivener's errors and compile the previous amendments into a single document. The land subject to this Declaration and the improvements located thereon have already been submitted to homeowner association ownership and use pursuant to the Florida Homeowners' Association Act. No additional property is being submitted to homeowner association ownership by this Declaration.

**ARTICLE I
DEFINITIONS**

Section 1. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings.

- A. "Association" or "Colony Lakes Property Association" shall mean and refer to Colony Lakes Property Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- B. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association as they may exist from time to time.
- C. (Left Blank)
- D. "Common Area" and "Common Areas" shall mean and refer to those portions of the Project not designated on the Site Plan to be used for the construction of a

Single Family Residence or a Villa Residence, including, but not limited to the entranceways, roadways, lakes, drainage and mitigation areas, open spaces and recreational areas.

E. "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions and Restrictions and include the same as it may, from time to time, be amended.

F. "Developer" or Declarant shall mean and refer to COLONY LAKES DEVELOPMENT COMPANY, L.L.C., a Florida limited liability company, its successors and/or assigns.

G. "Villa Residences" shall mean and refer to any residential dwelling unit to be constructed on a Lot which shall share a common wall separating such dwelling unit from an attached dwelling unit on the Lot adjoining the Lot on which such initial dwelling unit is constructed.

H. "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a residential dwelling, including, but not limited to, any Single Family Residence or a Villa Residence located within the Property.

I. "Institutional Lender" shall mean and refer to the holder of a mortgage encumbering any portion of the Property, if the owner and holder of said mortgage is a bank, builder, developer, life insurance company (whether for its own account or one or more separate accounts), federal or state savings and loan association, real estate investment trust or real estate mortgage investment trust, pension fund, pension fund advisor (whether for its own account or one or more separate accounts or for a co-mingled account), mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of from whom any mortgage held by any of them originated.

J. "Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a Family Dwelling Unit. Lots upon which Villa's are to be constructed are referred to as "Villa Lots" and Lots upon which Single Family Residences are to be constructed are referred to as "Single Family Lots."

K. "Member" shall mean and refer to all Owners possessing membership in the Association as provided in Article III hereof.

L. "Owner" shall mean and refer to the owner from time to time of a Lot, including the Family Dwelling Unit, if any, constructed thereon. Owner shall not mean or refer to the holder of a mortgage or security deed its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure.

M. "Plat" shall mean the Plat for the Property, as recorded at Plat Book ____ Page ____ of the Public Records of Lee County, Florida.

N. "Property" or "Project" shall mean and include the real property subject to the Plat, as same may be amended from time to time, and at this time consists of that certain property described in Exhibit A as recorded as Instrument #5027583 in Book 03341 Page 2840 of the Official Records of Lee County.

O. "Public Records" shall mean and refer to the Public Records of Lee County, Florida.

P. "Reasonable attorneys' fees" means and includes reasonable fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

Q. "Recreational Facilities" shall mean and refer to the improvements to be constructed upon the portion of the Property designated on the Site Plan as the Recreation Area, including any swimming pool, patio, building or other structure or apparatus to be constructed or placed thereon.

R. "Single Family Residence" shall mean and refer to any dwelling unit to be constructed on a Lot which does not share any common wall or other structure with a dwelling unit to be constructed on any other Lot.

S. "Site Plan" shall mean the schematic rendering for the Property which is attached hereto as Exhibit B as recorded as Instrument #5027583 in Book 03341 Page 2840 of the Official Records of Lee County as same may be amended from time to time.

T. "Supplemental Declaration" shall mean any declaration of easements, covenants, conditions, and restrictions, declaration of condominium, declaration of

cooperative plan, or any similar instrument other than this Declaration which affects all of the Property.

ARTICLE II PROPERTY SUBJECT TO DECLARATION

Section 1. Property. The real property which shall initially be held, transferred, sold, conveyed, given, donated, leased and/or occupied subject to this Declaration is described in Exhibit "A" recorded as Instrument #5027583 in Book 03341 Page 2840 of the Official Records of Lee County which real property shall be referred to collectively as the "Project" or the "Property."

ARTICLE III ASSOCIATION

Section 1. Membership. Each Owner of a Lot and/or Family Dwelling Unit, by acceptance of a deed or other instrument evidencing its ownership interest, shall become a Member of the Association, and hereby acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the Bylaws, and rules and regulations of the Association (such rules and regulations being hereafter referred to as the "Rules"). A Lot and/or Family Dwelling Unit may be owned by a natural person or persons, in trust, or by a corporation, partnership, limited liability company or other entity which is not a natural person. A Lot and/or Family Dwelling Unit may also be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only member from such Lot and/or Family Dwelling Unit. If there is more than one life tenant, they shall be treated as co-owners. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the Bylaws, and the Rules.

Section 2. Types of Membership. Membership in the Association shall be the Owners of Lots and the Family Dwelling Unit (if any) constructed thereon.

Section 3. Voting Rights. The number of votes which may be cast on all matters on which the Member are entitled to vote shall be determined as follows:

A. Each Member shall have one vote for each Lot owned by such Member. When more than one person holds such interest or interests in any Lot, all such persons shall be Owners, but the single vote for such Lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast by the Owner(s) of any one Lot.

B. Any action requiring a vote of the Members shall require the affirmative vote of at least sixty percent (60%) of the votes cast by Members entitled to vote at the meeting at which such matter is brought on for a vote of the Members, unless a different percentage is otherwise provided for in this Declaration, By-Laws, Articles of Incorporation, or Florida Law.

Section 4. Board of Directors. The Association shall be governed by a Board of Directors (herein so called) as provided in the Articles and Bylaws of the Association. The board of directors shall have a minimum of three members and a maximum of five members. Each Director shall have one vote. Any action requiring a vote of the Board of Directors shall require the affirmative vote of at least sixty percent (60%) of the Directors present and entitled to vote at the meeting at which such matter is brought on for a vote of the Board of Directors. Election of Directors shall be by the vote of a majority of the Members entitled to vote at the annual meeting of the Members, in the manner to be provided in the By-laws of the Association.

ARTICLE IV FUNCTIONS OF ASSOCIATION

Section 1. Required Services. The Association shall provide the following services:

A. Cleanup, landscaping, landscaping maintenance, improvement maintenance and operation and capital replacements and repairs of and to:

- (1) All signage (including lighting thereof and supplying electricity for this purpose) of the Property located on Common Areas at the entrance or entrances of the Project from public streets outside the Project, including but not limited to maintenance and repair of any signs, planter boxes, and landscaping.
- (2) The roadways and entranceways and related entry features (including entry gates if installed) located within the borders of the Property, together with any turn lanes providing access to the Property, if required by Lee County. The Association shall have the right, upon the affirmative vote of the Members in accordance with the voting procedures set forth in the Declaration, to construct gates at the front entrances to the Property.
- (3) The Recreational Facilities.
- (4) Any other Common Areas, the responsibility for maintenance of which has not been assigned by this Declaration, any Supplemental Declaration, to another entity.

B. Cleanup, landscaping, landscaping maintenance and other maintenance of all city, county or municipal properties, if any, which are located within the boundaries of the Common Areas, to the extent permitted by the city, county, or municipal entity/owner, and to the extent that their deterioration would adversely affect the appearance of the Parcels as a whole and the standards of maintenance by said city, county or municipality is less than that desired by the Association.

C. Cleanup, landscaping, landscaping maintenance and other maintenance of any real property located within the Project upon which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said property to the Association.

D. Taking any and all actions necessary to enforce this Declaration.

E. To conduct business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, notice of meetings and other important events.

F. To purchase general liability and hazard insurance covering improvements and activities on those portions of the Project subject to the maintenance obligations of the Association as provided in this Article.

G. Maintenance, repair and replacement of the lakes as shown on the Site Plan, together with all stormwater drainage facilities located within the Property (the "Surface Water Management System"). For purposes hereof, the Association shall be wholly responsible for the maintenance, repair and replacement thereof in accordance with good engineering practices and as required by the South Florida Water Management District ("SFWMD") or any other governmental agency now or hereafter having or acquiring jurisdiction over the stormwater drainage for the Property. Upon dissolution of the Association, the responsibility to operate and maintain the Surface Water the Surface Water Management System and the other Common Areas shall be transferred to an appropriate agency of local government or to a similar not for profit association or corporate entity. The Association shall be responsible for the maintenance and replacement of all littoral plantings which shall have been planted within the lakes located within the Property. Any on site lakes are designed as water management areas and are not designed as aesthetic features. Due to low ground water elevations within the immediate area, lakes located on site may be extremely shallow during several months of the year. Declarant, the Builders and the Association shall incur no liability for receding water levels due to changes in the water table and surrounding properties. A Central Irrigation System. A central irrigation system (the "Central Irrigation System") servicing the entire Property. The Central Irrigation System provides irrigation to the Common Areas, and also provide irrigation water to the individual Lots within the Property. The Central Irrigation System does not include any portion of the individual irrigation system servicing an individual Lot beyond the valve installed by Declarant which connects such Lot's individual irrigation system to the Central Irrigation System. The Association shall provide irrigation water to the individual Lots commencing upon written notice from a Builder that an individual irrigation system has been installed for such Lot and is ready for operation. Thereafter, such Lot shall be included in the portions of the Property receiving irrigation water. Such irrigation water shall be provided by the Association through the Central Irrigation System at such times and on such days as the Association shall determine, provided that irrigation water shall be provided in accordance with any water restrictions imposed by any governmental agency having jurisdiction over the Property, including Lee County and the South Florida Water Management District. No Owner shall have the right to disconnect the irrigation system for their Lot from the Central Irrigation System or to refuse to accept irrigation water from the Central Irrigation System at the days and times when such water is provided by the Association. If any Owner shall desire to irrigate their Lot on days or at times in addition to the days and times when the Association shall provide irrigation through the Central Irrigation System, the Owner shall do so by means of the potable water system serving their Lot and by hose or above-ground sprinkler. No Owner shall water their Lot by means of the water provided from the Central Irrigation System by manually opening the valve connecting their Lot to the Central Irrigation System.

Section 2. Additional Services for Villas. In addition to the functions and services provided in Section 1 of this Article IV, the Association shall also be responsible for the following additional services with respect to all Lots upon which a completed Villa has been constructed:

A. In order to maintain a uniform appearance and to maintain the high standards of maintenance within the community, it shall be the duty and obligation of the Association to undertake periodic exterior painting and cleaning of all of the Villas. The Association shall have the sole discretion to determine the time at which such painting or cleaning shall take place, the manner and color to be used. Re-painting or cleaning of any individual Villa, which is necessitated by deterioration of existing paint or the existence of dirt, mildew or mold growth, shall also be the responsibility of the Association. However, the Association shall be entitled to reimbursement from the Owner of the Villa where the painting or cleaning is required as a result of the deliberate or repeated acts of the Villa Owner.

B. It shall be the duty of the Association to maintain the landscaping located on the Villa Owner's property, the cost of such landscaping maintenance on the Villa Owner's property being assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. Landscape maintenance shall include mowing, trimming, pruning, edging, fertilizing, weed control, and landscape related insect and disease control, as determined by the Association in its sole discretion. If any landscaping requires removal or replacement for any reason, the nature and extent of such replacement shall be determined in the sole discretion of the Association, and the Association will not be required to install the same kind, size, quality, quantity, or maturity of landscaping as previously existing. No Villa Owner shall require the Association perform its landscaping maintenance to a higher standard than what is determined in the sole discretion of the Association. If the Villa Owner desires a higher standard of landscaping that is provided by the Association, he may do so at his own expense. The Villa Owner shall not plant any trees or shrubbery on the portion of his Lot without first obtaining the prior written consent of the Association. The Association is hereby granted an easement over and across the portion of the Villa Owner's Lot for the purpose of maintaining the landscaping, and the Villa Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining the landscaping.

The Association shall commence the performance of the foregoing services ("Villa Maintenance Services") commencing with the first calendar week following the issuance of a Certificate of Occupancy for each respective completed Villa. The cost of performing such services shall be paid by Villa Maintenance Assessments levied against Villa Lots with completed Villa Units constructed thereon as provided in Article VII below. No portion of the cost of performing the Villa Maintenance Services shall be levied against any of the Lots upon which Single Family Residences are to be constructed.

Section 3. Obligations of the Association. The Association shall be obligated to carry out the functions and services specified in this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. The functions and services which the Association is authorized to carry out or to provide pursuant to this Article may be added to or reduced at any time upon the affirmative vote of a majority of votes of the Board of Directors, except that

the Association shall have no power to abandon its obligations to maintain the Surface Water Management System without the prior written consent of Declarant and SFWMD or to abandon the performance of any obligation or duty imposed by law. Notwithstanding anything herein to the contrary, all landscaping and other maintenance shall be maintained as originally provided by Declarant or better. The cost and expense of performing the foregoing functions of the Association, together with the establishment of such reserves as the Board of Directors shall reasonably determine in their discretion, shall be referred to as the "Association Expenses." Attached as Exhibit "C" to the Declaration is a copy of South Florida Water Management District Permit 36-03846-P (as recorded in Lee County Official Records #2008000161552).

Section 4. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance, easements, bills of sale delivered to it by Declarant which convey title to common areas, roadways, or other rights of way.

ARTICLE V MANAGEMENT AGREEMENTS

The Board of Directors shall have the right to enter into Management Contracts with certified entities or community association managers for the oversight of the Association.

ARTICLE VI EASEMENTS

Section 1. Appurtenant Easements. Association hereby reserves to itself and also grants to each Owner, its guests, lessees, licensees, and invitees, as an appurtenance to the ownership by such Owner of fee title interest to any Lot and subject to this Declaration, the Articles and Bylaws of the Association and the Rules and all Supplemental Declarations that may hereafter be recorded in the Public Records:

A. A perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all roadways and other rights of way contained within the Project, such use and enjoyment to be shared in common as required, with the other Owners portion of the Property, their guests, lessees, licensees, and invitees.

B. A perpetual nonexclusive easement for the use and enjoyment of all Common Areas, including the Recreational Facilities, greenbelts and lakes, located within the Property. No watercraft shall be permitted in the lakes within the Project, except for maintenance watercraft of the Association, its written designees or governmental agencies.

C. A perpetual nonexclusive easement for purposes of surface and subterranean stormwater drainage and runoff, over, across and through those portions of the Project necessary to access the lakes as shown on the Site Plan.

Section 2. Utility Easement. Association reserves to itself with its respective successors or assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing (in connection with the original development of the Property), repairing, altering and operating sewer lines,

water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable television service, electronic security systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all of the Property, all such easements to be of a size, width and location as Association shall deem appropriate but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Lots.

Section 3. Easement. Association hereby reserves to itself with its respective successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Areas, roadways, lakes, canals, and other right of way, for ingress and egress as required in order to maintain, repair and replace the Common Areas pursuant to the terms of this Declaration. Association reserved to itself, and its respective successors and assigns, a Lake Maintenance Easement ("LME") of approximate twenty (20) feet from the water's edge on each Lot as specific details are recorded in Lee County Official Records as Subdivision Plat (SPLT) on April 5, 2001 Book 68, Page 49. The Association reserved the LME in order to perform tasks including, but not limited to, water testing, aquaculture, horticulture, pumps, lines, fountains, and shore stability. The LME does not grant the right to any non-authorized person to enter privately owned Lots. Any unauthorized person wishing to enter, cross, stand, or fish from a privately owned Lot should seek permission from the Owner of said Lot. The Owner of the Lot has the duty and right to call the sheriff or government authorities to report and take action against unauthorized persons on his Lot.

Section 4. Service Easement. Association hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by Association, its successors or assigns, to service the Property, and to such other persons as Association from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Areas, including the Recreational Facilities, roadways, and other rights of way for the purposes of performing their authorized services and investigations.

Section 5. Signage. Association hereby has a perpetual privilege and right in and over, under, on and across such portion of the Common Areas and all other common areas as may be necessary for the purpose of erecting, maintaining, and repairing signage. The term "signage" as used in this section shall include but not be limited to signs, planter boxes, landscaping, fountains, and waterfalls. Signage within the Common Areas shall be limited to signs for the Project as a whole, unless otherwise approved by the Board of Directors.

Section 6. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to the following:

A. The right of the Association in accordance with its Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Areas, and providing the services

authorized herein and, in aid thereof, to mortgage said properties, provided that any mortgage of any of the Common Areas shall not be effective until the holder of such indebtedness issues a non-disturbance agreement which runs to the benefit of all Owners stating upon a foreclosure of any mortgage lien, all Owners shall be entitled to continue to use the Common Areas without cessation or interruption. In addition, such mortgagee shall agree in such non-disturbance agreement that upon any foreclosure it shall assume all obligations of the Association set forth in this Declaration with respect to the property so mortgaged.

B. The Board of Directors shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Association related to the maximum and minimum speeds of vehicles using said roads, maximum weight restrictions, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of the state or any local government having jurisdiction over the Property shall not make such restrictions unreasonable.

C. The Board of Directors shall have the right to implement Rules governing the use and enjoyment of the Common Areas.

Section 7. Further Restrictions. Nothing other than storm water (and any elements normally removed by stormwater runoff from the surface of the Property as improved) may be discharged into any lake, canal, or other body of water located within or adjacent to the Property.

Section 8. Encroachment Easements for Villas. Notwithstanding any other provisions contained in this Declaration, in the event that any Villa encroaches upon any portion of the Common Area or adjoining Lot or Villa, then a perpetual easement appurtenant to such Lot or Villa shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot or Villa. In the event any fence, roof, overhanging roof, or portion of the Villa, as constructed upon any Lot, encroaches or overlaps upon any other Lot, the adjoining Villa or the Common Area, then, in such event, a perpetual easement appurtenant to the Villa upon which the fence, roof, overhanging roof, or Villa is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots, Villa and Common Area.

Section 9. Party Wall Provisions Respecting Villas. Wherever one Villa is separated from another by a common wall or party-wall, the obligations of the Owners of each of the Villas with respect to the party-wall shall be governed by this Section. The party-wall shall be the joint obligation of each of the Owners of the adjoining Villas. Each Owner shall be responsible for the repair and maintenance of the surface portion of the party-wall which is contained within his Villa. Any repairs, maintenance and the like, including repairs or maintenance to the paint, plaster or wallboard of the surface portion of the party-wall which is contained within his Villa shall be the obligation of that Owner. The Owners shall be jointly responsible for the structure of the party-wall, i.e. repair or maintenance of concrete block or mortar. Each of the Villa Owners shall be responsible for keeping in force insurance respecting such party-wall. In the event of damage or destruction to the party-wall, it shall be repaired as the common expense of each of the Owners thereof, said expense being divided equally. There shall be no subrogation or contribution between such Villa Owners for the negligence or negligent acts of the Villa Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by

insurance, the negligent party shall bear the cost. This Agreement shall be deemed the Party-Wall Agreement among and between each of the Owners of the Villas, their successors and assigns.

ARTICLE VII ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot shall by acceptance of a deed therefor, regardless of whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) annual assessments and (2) special assessments, which shall be fixed, established and collected from time to time as hereinafter provided. Annual assessments against Villa Lots with completed Villa Units constructed thereon shall include Villa Maintenance Assessments. The assessments authorized by this Section 1 shall be used by the Association to pay the Association Expenses and Villa Maintenance Expenses (as against the Villa Residences). The annual and special assessments, together with such interest and late charges thereon and costs of collection (including reasonable attorneys' fees) therefor shall be personal obligation of each Owner of a Lot and shall constitute a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against which each such assessment is made. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area, or by the abandonment of the property against which the assessment was made. Except as provided in Section 11 below, a grantee or other person who acquires title to a Lot by any means shall be jointly and severally liable with the grantor/predecessor for all unpaid assessments against the latter up to the time of such conveyance or transfer, without prejudice to the rights of the grantee/successor to recover from the grantor/predecessor the amounts paid by the grantee/successor therefore. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Areas, or by the abandonment of the property against which the assessment was made.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the payment of the Association Expenses and Villa Maintenance Expenses (as against the Villa Residences). As part of the Association Expenses, the Association may establish commercially reasonable reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss.

Section 3. Initial Period. There shall be no annual or special assessments until a date is determined by the Board of Directors. The Board of Directors shall give notice of the initial budget and commencement of assessments at least thirty (30) days before the first quarterly installment becomes due. After the date established in the immediately preceding sentence, quarterly assessments shall be levied and determined in accordance with this Article VII.

Section 4. Annual Budget of Association Expenses. The Association shall prepare an annual budget not less than sixty (60) days in advance of the commencement of each fiscal year which shall project the estimated total Association Expenses for the forthcoming year. The Association shall, at the same time as it prepared the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each of the Lots.

Section 5. Uniform Rate of Assessment. All annual and special assessments shall be allocated equally among all of the Lots, except that assessments may be made pursuant to Section 14 of this Article against the Owner of a specific Lot without a corresponding assessment against the Owners of other Lots and except that Villa Maintenance Assessments shall only be levied against Lots upon which completed Villa Residences have been constructed. Villa Maintenance Assessments shall be allocated equally among the Villa Lots upon which completed Villa Residences have been completed.

Section 6. Purpose of Special Assessments. To the extent that annual assessments are insufficient to pay the Association Expenses, the Association may levy a special assessment to cover the cost thereof.

Section 7. Quarterly Payment of Annual Assessments. Annual assessments shall be paid in advance in quarterly installments due on the first day of each calendar quarter or as otherwise established by the Association commencing with the date stated in Section 3 of this Article, and shall be deemed delinquent if not received by the Association on or before the tenth day after they become due. The due date and grace period of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall prepare an annual budget and fix the amount of the assessment against each of the Lots as provided hereinabove for each assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Written notice of the assessments shall thereupon be sent to each Member and every Owner, if any, who directly pays its own assessments as provided in Article IX, Section 5 of this Declaration. The Association shall upon demand at any time furnish to any Member or Owner who pays assessments directly a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association may charge a reasonable fee for this certificate if requested more than twice per year by the same Member or Owner.

Section 9. Effect of Non-Payment of Assessment. If any assessment is not paid when due, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date, together with a late charge on each delinquent installment in an amount not to exceed the greater of five percent (5%) of the delinquent installment or Twenty-Five Dollars (\$25.00), and the cost of collection (including reasonable attorneys' fees) thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon as provided hereinabove,

against which each such assessment is made. Said lien shall be evidenced by a claim of lien filed among the Public Records of Lee County, Florida, and shall relate back to the date of recording of the original Declaration, except as to the first mortgages of record.

Section 10. Remedies. If any assessment is not paid when due, the Association may bring an action at law against any person or entity obligated to pay the same and/or an action in equity to foreclose the lien against the subject property, which foreclosure shall be prosecuted as is provided by law in cases of mortgage foreclosures. The Association may bid at any sale held pursuant to such a foreclosure and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. The Board of Directors may settle and compromise said lien if it is in the best interests of the Association. In any civil action brought hereunder, the Association shall be entitled to judgment for interest, costs, and reasonable attorneys' fees as provided in this Declaration if it is the prevailing party.

Section 11. Subordination of the Lien to Mortgages. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Homeowners' Association Act, Chapter 720, Florida Statutes (2010), as amended from time to time.

Section 12. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefor:

- A. Any portion of the Property used exclusively for the purpose of utility easements or dedicated roadways; and
- B. All Common Areas.
- C. The Surface Water Management System.

Section 13. Annual Statements. As soon as practical after the close of the fiscal year of the Association, the Association shall cause a financial statement to be prepared by independent certified public accountants showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. Such financial statements shall be available for inspection by the Members. The Association shall, upon written request, furnish to each Member of the Association, and any holder, insurer, or guarantor of any first mortgage encumbering any of portion of the Property, at the offices of the Association.

Section 14. Specific Damage. Owners (on their behalf and on behalf of their children and Owner's Permittees) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners and their respective Lot(s). Such special assessments may be imposed by the Board of Directors of the Association, and shall be subject to all of the provisions hereof relating to other assessments, including but not limited to, the lien and foreclosure procedures.

Section 15. (This section left blank).

Section 16. Capital Contribution. A "capital contribution" of Two Hundred Fifty and 00/100 Dollars (\$250.00) shall be made by the initial purchaser and from any subsequent purchaser upon the resale of each Lot within the Property. Said amount shall be for the purpose of funding a reserve established by the Association for making additional purchases for and improvements to the Common Areas, including the Recreational Facilities. In addition, the Capital Contribution may be used for emergency repairs, or to make deposits required by utility companies, or otherwise required by the Articles of Incorporation of the Association or the Board of Directors of the Association. Notwithstanding anything contained herein to the contrary, the Capital Contribution shall not be used for operating funds. Further, the Capital Contribution reserve shall not be used by the Homeowner's Association for litigation at either the trial and appellate levels in any court of competent jurisdiction. The Capital Contribution shall be in addition to any other regular or special assessment.

Section 17. An Institutional Lender on any Lot in the Property may, singly or jointly with other Institutional Lenders: pay the taxes or other charges which are in default, and who may or have become a charge against the Common Areas; pay overdue premiums on hazard insurance policies for the Common Areas; or secure new hazard insurance coverage for the Common Areas after lapse of the existing coverage. In the event any Institutional Lender makes any of the aforementioned payments, such Institutional Lender shall be entitled to immediate reimbursement from the Association for the payment advance, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional Lender shall be deemed a common expense of the Association.

Section 18. Attachment of Rental Income When Lot is Delinquent. 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 Lot Owner) from Lots in default to be paid directly to the Association until all outstanding assessments, charges, interest, late fees, 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 Lot in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

ARTICLE VIII PROHIBITED USES

Section 1. Architectural Control for Exterior Changes. No temporary or permanent buildings, structures or other improvements shall be constructed, erected or maintained upon any Lot, nor shall the exterior appearance of any Unit be altered, without the initial recommendation of the Architectural Control Committee and prior, final approval of the Association's Board of Directors, including, but not limited to, screened enclosures, patios, concrete slabs, fences, walls, tents, swimming pools, utility or storage sheds. The foregoing prior approval is also intended to specifically apply to the painting of a Unit (other than its original colors), and it is specifically intended that the Association and Architectural Control Committee, through its recommendation to the Board of Directors, shall be empowered to approve or disapprove of the colors of the exteriors of all Units and other improvements constructed on the property at the time of any repainting or other resurfacing thereof.

Section 2. Garages. No unit garages shall be enclosed or converted into living or habitable area. Unit garage doors shall be required to remain in place at all times, and no construction or conversion shall change the exterior of any garage so as to interfere with the use of it as a storage for vehicles. Garage doors shall be closed at all times except to permit ingress and egress of vehicles.

Section 3. Pets. The keeping of a pet is a privilege, not a right. Any Owner or other resident who keeps or maintains any pet, shall, in exchange for and in consideration of the privilege to keep the pet, indemnify and hold the Association and other Owners, residents, or guests free and harmless from any loss, claim, or liability of any kind or character of whatever nature arising from or related to keeping or maintaining of such pet in the Property, Common Areas, or Lot. Pets shall only be allowed according to the following restrictions:

- A. No more than three dogs, no more than three cats, no more than two birds, tropical fish in reasonable numbers, and any other customary non-exotic, quiet, and inoffensive household pets not being kept or raised for commercial purposes will be permitted.
- B. No pets will be permitted in the pool area, leashed or unleashed.
- C. Elsewhere on the Property, Common Areas, or Lots, pets must be leashed or carried at all times while outside. No pet, including any cat, is allowed to roam at large through the community. Pets must be under the supervision, confinement, or direct control of its owner or agent.
- D. Pets of any kind may not be kept outside on the Lot, screened lanai, patio or other type enclosure while the Owner or resident is not present or home.
- E. Messes made by pets must be removed by its owners or handlers immediately.
- F. Any Owner, resident, guest or person is strongly urged to exercise their own rights to contact Lee County Emergency Services, Lee County Animal Services, or other proper governmental authorities for assistance with aggressive, nuisance, or problem animals or pets.

Section 4. Animal Housing. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any portion of the Property.

Section 5. Automobiles, Vehicles, and Boats. Boats, trailers, recreation vehicles, motor homes, motorcycles, golf carts, commercial vehicles, or any other transportable personal property may be parked on each Lot only in a closed garage constructed as part of the Family Dwelling Unit located on such Lot. Boats, trailers, recreation vehicles, motor homes, and commercial vehicles may be temporarily parked in a driveway of a Lot for not more than two (2) consecutive days for the purpose of loading or unloading the vehicle for a trip. There shall be no parking on any portion of any sidewalk, grass or street within the Property. All automobiles and any other vehicles must be fully operational. No repairs (except minor emergencies) shall be made on any portion of the Property. There shall not be parked within the Property, any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Property or the Association during normal working hours or for work performed for the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. Notwithstanding the foregoing, the term "commercial vehicle" does not include two-axle passenger vehicles owned by a governmental entity, such as a police car, or two-axle passenger vehicles where the owner removes from the vehicle each night any business name or signage on the vehicle and said vehicle is visibly carrying materials regularly used in trade or business.

Section 6. Business Use. Home based trade, business or commercial use may be conducted in or from any Unit, provided there is no appearance from the outside of the Unit that said activities are taking place, no business signs erected, no increase in vehicles visiting the property for the purposes of discussing or transacting business, and all applicable permits and licenses are obtained from government authorities.

Section 7. Exterior Neatness. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in a first class condition. Except for the hanging of certain flags as permitted by Florida Statute 720.304, as may be amended from time to time, no garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Family Dwelling Unit. Further, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard or back yard of any Family Dwelling Unit. The exterior of all Family Units including but not limited to roofs, walls, exterior doors, and garage doors, windows, patio areas, pools, screenings, awnings, and other portions of the exterior of the Units shall be maintained in first-class condition and repair and in a neat and attractive manner. Exterior maintenance, including painting and pressure washing, shall be periodically performed as reasonably necessary of all Family Dwelling Units. No unsightly peeling of paint or discoloration of same, mildew, rust deposits, dirt, or deterioration shall be permitted on any Family Dwelling Unit.

Section 8. Garbage and Trash. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Empty garbage cans and trash containers shall not be allowed to remain at curbside overnight. When it is not garbage pick-up day by the appropriate authorities, the Owner of a Villa Residence shall keep and store any garbage can inside the garage or Villa Residence. The Owner of a Single Family Residence may keep and store his garbage cans outside, provided the garbage cans are stored on the side of the house and not in plain view of the street.

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

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

Section 11. Declaration Followed. No person shall use any Lot or Unit or any part thereof in any manner contrary to this Declaration.

Section 12. Intentional Interference of Contract. No Owner, including their guests, employees, tenants and agents, shall interfere with the completion and sale of the Lots or Units.

Section 13. Outside Storage of Personal Property. No barbecue grills or other outdoor cooking equipment, bicycles, toys or other personal property may be kept or stored outside of a screened or fenced enclosure so as to be visible from the street.

Section 14. Wells and Water. No individual water well, water supply system, septic tank or sewer system shall be permitted on any Lot, except that an Owner may install an irrigation well with the approval of the Association's Board of Directors and Architectural Control Committee of the Association, through its recommendation to the Association, and with appropriate governmental permits.

Section 15. Excessive Noise. Each Owner shall exercise extreme care to regulate the use and occupancy of his Unit so as not to disturb other persons occupying Units within the Property and to minimize noises including but not limited to noises from the use of musical instruments, radios, televisions sets, stereo equipment, amplifiers or other loudspeaker devices.

Section 16. Hazardous Substances. No Owner shall store, keep or dispose of any inflammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances (except those sold and required for normal household use) in any Unit or storage area or elsewhere on the Property.

Section 17. Windows and Signs. No Owner shall install or maintain any aluminum foil or other reflective substance on any window or glass door, except such as is approved by the Architectural Control Committee and the Board of Directors for energy conservation purposes. No sign of any kind shall be displayed to the public view on any Family Dwelling Unit, except one sign of not more than 18" X 24" advertising that property for sale or rent placed in the yard.

Section 18. Lot Splitting. No Lot shall be partitioned or subdivided.

Section 19. Leases. In order to foster a stable residential community, the leasing of units by Owners shall be restricted as provided in this section. The ability of an Owner to lease his unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the owner. Leasing of Units is not permitted without the consent of the Board of Directors. All leases of units must be in writing. The procedures are as follows:

- A. Notice by the Unit Owner. Each Unit Owner who leases his Unit must provide the Association with a notice of the lease as well as pertinent identification the Board may require, including a background check and credit report of lessee or occupants, and contact information for the lessee at least twenty (20) days prior to the first day of occupancy under the lease.
- B. Board Action. After the required notice of all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.
- C. Disapproval. A proposed lease shall be disapproved if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:
 - (i) the Owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
 - (ii) the real estate company or agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
 - (iii) the application 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 Property;
 - (iv) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
 - (v) the prospective lessee or any occupant under the lease has been convicted of a felony or misdemeanor involving violence to persons or property, sexual battery or abuse, lewd and lascivious behavior, sale or possession

of a controlled substance, sale or possession of a firearm, or any crime demonstrating dishonesty or moral turpitude;

- (vi) the prospective lessee evidences a strong probability of financial irresponsibility. Factors include, but are not limited to, satisfactory credit checks and existence of established bank accounts from which to pay bills;
 - (vii) the prospective lessee, or any occupant under the lease during previous occupancy in this Property or any other place of abode, has evidenced an attitude of disregard for the declaration or rules;
 - (viii) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fee and/or security deposit is not paid; or
 - (ix) the leasing owner fails to give proper notice of his intention to lease his unit to the Board of Directors or fails to timely pay the required security deposit.
 - (x) Any guest becomes an occupant under the lease upon staying in the Family Dwelling Unit for fourteen (14) days or more.
- D. Failure to Seek or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to eviction from the Owner.
- E. Applications. Applications for authority to lease shall be made to the Board of Directors in such forms and include such terms as the Board may provide from time to time.
- F. Committee Approval. To facilitate approval of leases approved during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.
- G. Term of Lease and Frequency of Leasing. No portion of a Family Dwelling Unit (other than an entire unit) may be rented. All leases shall be for a minimum of three (3) months and shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing the Association. No subleasing or assignment of lease rights by the lessee is allowed. No Family Dwelling Unit may be leased more often than four (4) times in any calendar year. The first day of occupancy under the lease shall determine in which year the lease occurs. Regardless of whether or not expressed in the applicable lease, the Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and all rules and regulations of the Association.
- H. Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the Unit Owner a present fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Board of Directors may by a majority vote 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 to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association).

- I. Landlord rights. Nothing herein shall interfere with the access rights of the Unit Owner landlord pursuant to Chapter 83, Florida Statutes.
- J. Use of Common Elements and Association Property. The Association shall have the right to adopt rules to prohibit dual usage by an Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

Section 20. Damage and Destruction. In the event that any Family Dwelling Unit or other improvement is damaged or destroyed, the Owner of the Family Dwelling Unit or improvement shall repair and restore same as soon as it is reasonably practical to the same condition that the Family Dwelling Unit or improvement was in prior to such damage or destruction, unless otherwise approved by the Association.

ARTICLE IX ARCHITECTURAL CONTROL COMMITTEE

Section 1. The Board of Directors shall appoint an Architectural Control Committee (the "ACC") of not less than three (3) nor more than five (5) Members. Members of the ACC may be members of the Board of Directors.

Section 2. Review of Proposed Construction. Subject to Section 3 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and recommended in writing by, a majority of the ACC and final approval by the Association at a meeting of the Board of Directors which is open to the Members. The ACC shall recommend and the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements and it otherwise desirable. The ACC may condition its recommendation and the Association its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ACC and Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ACC and Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ACC of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The ACC and Association shall have

forty-five (45) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 45-day period, said plans shall be deemed disapproved. ACC changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Villa shall be further conditioned on compliance with Lee County ordinances and the obtaining of applicable governmental approvals, if any.

Section 3. No Waiver of Future Approvals. The recommendation of the ACC or approval of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval, recommendation, or consent of the ACC or Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 4. Liability of the ACC. No member of the ACC or Association or its Board of Directors shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the ACC or the Association harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 5. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("Applicant") shall give written notice of completion to the ACC.

(b) Within thirty (30) days thereafter, the ACC or Association (or its duly authorized representative) may inspect such completed work. If the ACC or Association finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If a noncompliance exists, Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the ACC ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefor being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of

eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a continuing lien and run with the land on the Owner's Lot if not paid within thirty (30) days after announcement and may be enforced in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the ACC or Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 6. Variances. The ACC may notify the Association and the Association at a meeting of the Board of Directors which is open to the Members may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Villa, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

ARTICLE X ENFORCEMENT OF PROVISIONS

Section 1. In the event of a violation (other than the nonpayment of an assessment) by an Owner of any of the provisions of this Declaration, the Articles or the By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to an action in law or in equity, to redress the alleged failure or refusal to comply with the Articles of Incorporation, Declaration, or Rules of the Association. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This relief does not exclude other remedies provided by law. This section does not deprive any person of any other available right or remedy. Further, the Association may assess

reasonable fines against an Owner or its lessees, in the manner and amount provided by Florida Statute 720.305 as may be amended from time to time.

Section 2. The Board of Directors shall appoint a Covenants Enforcement Committee (the "Committee") of not less than three (3) nor more than five (5) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The Committee shall be charged with determining whether any of the provisions of this Declaration, the Articles and By-Laws, and the Rules and Regulations of the Association are being or have been violated.

Section 3. If the Board of Directors determines that there is probable cause of the existence of such a violation, the Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner. The notice of violation shall state: (1) the specific nature of the alleged violation; (2) that the owner may request the opportunity for a hearing before the Committee upon a request therefor made within fourteen (14) days after the sending of the notice; (3) that a fine may be levied for each day of a continuing violation in the maximum daily amount allowed by Florida Statute 720.305, as may be amended from time to time, with no dollar limitation as to the fine amount in the aggregate; and (4) that the Owner must request a hearing before the Committee or respond to the notice of violation within fourteen (14) days after mailing of the notice of violation.

Section 4. If a hearing is timely requested, the Committee shall hold same, and shall hear any defense to the charges of violation, including any witnesses that the alleged violator, the Owner, the Board of Directors or the Committee may produce. Any party at the hearing may be represented by counsel.

Section 5. Subsequent to any hearing, the Committee shall determine whether there is sufficient evidence of the alleged violation. If the Committee so determines, it shall so advise the Board of Directors, which may then levy a fine for each violation in an amount not to exceed the maximum amount of fine allowed under Florida Statute 720.305, as amended from time to time, and with no maximum limit in the aggregate amount or take other action as provided in this Declaration. If no hearing is timely requested, the Board of Directors may then levy a fine for each violation with the limit stated above or take other action as provided in this Declaration.

Section 6. If the fine amount in the aggregate meets or exceeds the minimum, threshold amount to become an assessment under Florida Statute 720.305, as amended from time to time, the aggregate fine pursuant to this section shall be assessed against the Lot or Family Dwelling Unit which the violator occupied at the time of the violation, and shall be collectible in the same manner as any other assessment, including by means of the Association's lien rights as provided in the Declaration.

Section 7. Any fines which are not paid when due, as determined by the Board, shall be delinquent, and the Board may assess reasonable late fees, interest at the highest rate permitted by law and reasonable administrative costs and attorneys' fees and costs incurred by the Association in connection with collection and/or appeal, if any, all of which shall be added to the amount of such fine.

Section 8. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of this Declaration, Articles of Incorporation, the By-Laws and Rules and Regulations, including but not limited to legal action for damages or injunctive relief. The Board of Directors may take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by the Declaration, after thirty (30) day written notice to the Owner and Owner's failure to correct the situation. All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses shall be payable immediately by the Owner or assessed against the applicable Lot to the fullest extent permitted by law.

Section 9. Failure to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

Section 10. The provisions of this Article X shall not apply to the imposition of suspensions or fines upon any Owner because of the failure of such Owner to pay assessments when due. Such suspensions or fines are governed by Article VII of this Declaration.

ARTICLE XI GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or any other Member of the Association, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years each, unless terminated by recordation in the Public Records of an instrument signed by persons holding at least two-thirds (2/3) of the Membership Interests in the Association and by all holders of mortgages affecting any Lot. This Declaration may be terminated only by the following procedure:

A. Termination shall be determined at a meeting of the Members after giving of written notice that termination will be considered to each Member at least forty-five (45) days in advance of said meeting.

B. A vote of three-fourths (3/4) of the votes which may be cast by the Members present and voting of the members must vote in favor of termination.

C. Institutional Mortgagees having first mortgages encumbering at least three-fourths (3/4) of all properties (calculated based upon the acreage encumbered by each such mortgage) as to which there are voting rights must consent in recordable written instruments to the termination.

In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate evidencing such termination. Said certificate, together with all the consents of all mortgagees shall be recorded in the Public Records, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendment. This Declaration may be amended from time to time upon the execution and recordation of an instrument signed by the President and Secretary of the Association upon approval by Members holding not less than two-thirds (2/3) of the voting interests of the membership present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Provided, however, that any amendment of this declaration which shall have the effect of impairing the lien and effect of any mortgage held by any institutional mortgagee upon any portion of the Property or of purporting to subordinate the lien of such mortgage to the lien provided for herein shall require the written consent of all of the institutional mortgagees holding such mortgages on any portion of the Property.

Section 3. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, at any meeting of the Members of the Association called to take action under Section 2 of this Article IX with respect to any particular proposed amendment of this Declaration, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Members shall constitute a quorum.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity entitled to receive such notice under the terms and conditions hereof, as said address appears on the records of the Association. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if said notice was given to his predecessor in title. In the event notice of change of ownership of the property of any Owner is not furnished to the Association, any notice sent by the Association to the Owner last known to the Association shall be deemed proper notice under this section.

Section 5. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or any other Member against any person or persons violating or attempting to violate or circumvent any covenant, condition, or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants. Failure by the Association, or any other Member to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees.

Section 6. Severability. Should any covenant, condition or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 7. Interpretation. In the event of any dispute, other than collection of assessments, regarding the provisions of this Declaration or the Bylaws, each party in the dispute shall choose one arbitrator, those arbitrators shall choose one additional arbitrator, and the decision of a majority of the three arbitrators thus chosen shall be final. If a dispute cannot be resolved in this way, the dispute shall be submitted to arbitration before the American Arbitration Association. Any arbitration shall take place within Lee County, Florida. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 8. Termination of Declaration. Should this Declaration be terminated as provided for herein, all Common Areas owned or held by the Association at such time shall be transferred to either an agency of local government or another not-for-profit entity whose members shall be the owners of all Lots within the Property.

Section 9. Construction of Terms. Whenever, the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 10. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Parcels.

Section 11. Dissolution of Association. The Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Association is involuntarily terminated for failure to comply with the requirements of Chapters 607 and 617, Florida Statutes, or otherwise:

- A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Association's corporate status, and until such corporate status is reinstated,
- B. The last directors as surviving trustees shall continue the activities of the Association, and
- C. Each of the Members of the Association shall be responsible for the payment of their pro-rata share of the cost of the proper performance of the mandatory functions of the Association as specified in this Declaration.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Declaration to be executed in their name this 24th day of February 2016.

WITNESSES:

[Signature]
Print Name: Robert M. Hartz

[Signature]
Print Name: JOSEPH A. HALIZAK

COLONY LAKES PROPERTY
ASSOCIATION, INC.:

By: [Signature]
Andy Kalmar, President

(Corporate Seal)
Attest: [Signature]
Marcia Foster, Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24th day of February 2016 by Andy Kalmar, as President of Colony Lakes Property Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation who is personally known to me or who () has produced a Florida Driver's License as identification.

[seal]



Dion R. Masterson
Commission #EE853852
Expires: Nov. 29, 2016
BONDED THRU
AAA NOTARY & SURETY

My Commission Expires: 11-29-16

[Signature]
Notary Public

Print Name: Dion R. Masterson

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24th day of February 2016 by Marcia Foster, as Secretary of Colony Lakes Property Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation who is personally known to me or who () has produced a Florida Driver's License as identification.

[seal]



Dion R. Masterson
Commission #EE853852
Expires: Nov. 29, 2016
BONDED THRU
AAA NOTARY & SURETY

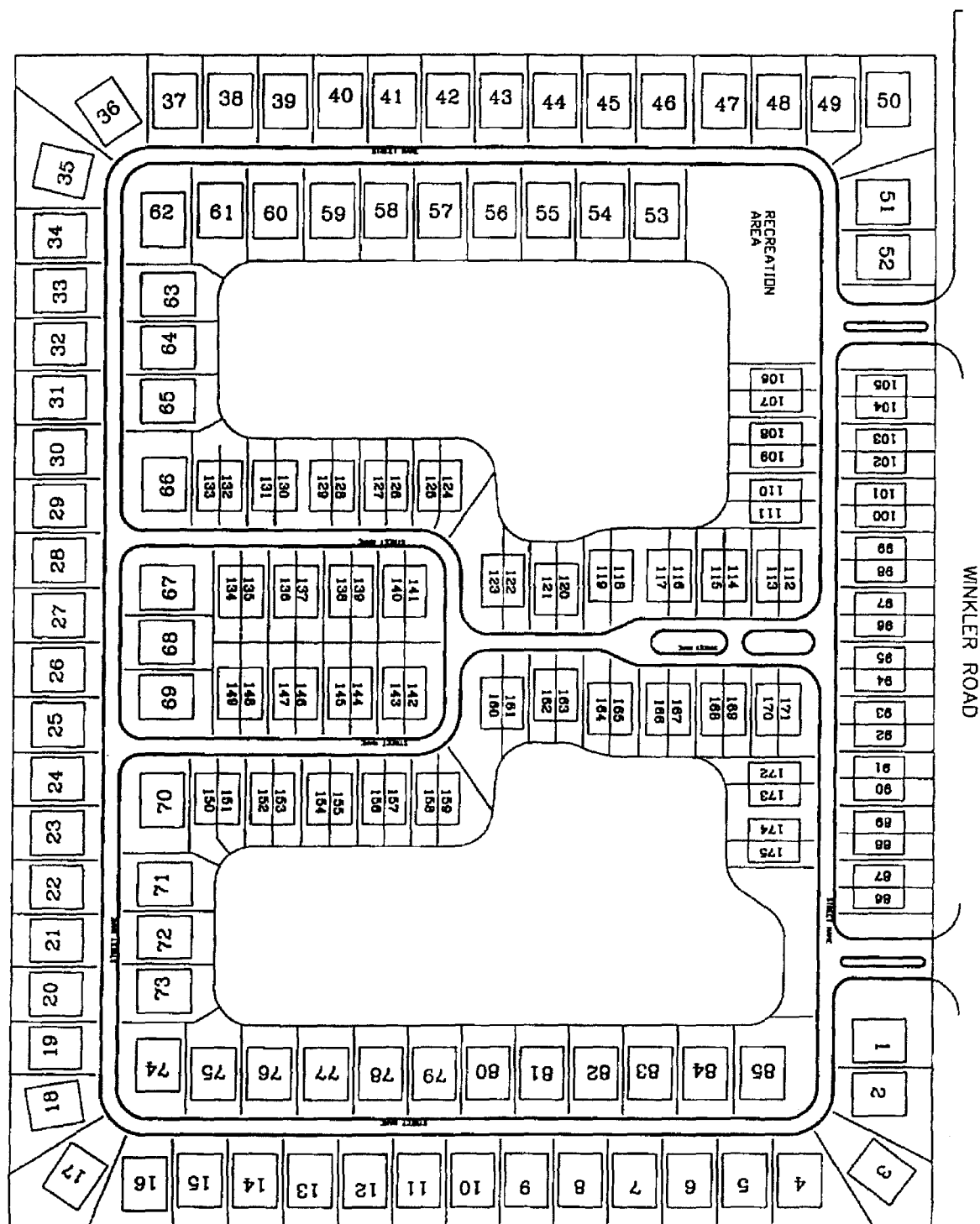
My Commission Expires: 11-29-16

[Signature]
Notary Public

Print Name: Dion R. Masterson

image.aspx 1,696x2,192 pixels

"A" and
EXHIBIT "B" OR BK 03341 PG 2869



INSTR # 2008000161552, Doc Type RES, Pages 3, Recorded 06/17/2008 at 11:38 AM,
Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$27.00 Deputy
Clerk PSMITH

Exhibit C

**(CORRECTIVE) AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR COLONY LAKES**

THIS (CORRECTIVE) AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONY
LAKES

("Corrective Amendment") is made this 28th day May , 2008
by Colony Lakes Property Association, Inc a Florida limited
liability company "Developer"

WHEREAS, the DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR COLONY LAKES
("DECLARATION") was recorded on: December 5, 2000 in O. R.
Book 3341 , Page 2840, Public Records of Lee County, Florida;
and,

WHEREAS pursuant to Section 4.5 of the Declaration, entitled
Surface Water Management System, that certain South Florida Water
Management District Permit No.36-03846-P

("Permit") was to be attached to the Declaration as Exhibit
"C" and,

WHEREAS, due to error the Permit was not attached to the
Declarations the Association hereby wishes to cure such error by
amending the Declaration to provide for inclusion and recording of
the Permit as Exhibit "C" to the Declaration,

NOW, THEREFORE, Colony Lakes Property Association, Inc,
hereby amends the Declaration as follows:

1. All terms use herein shall have the same meaning as defined in
the Declaration.

Page 1 of 3

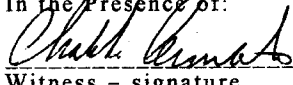
INSTR # 2008000161552 Page Number: 2 of 3

2. Attached hereto as Exhibit "C" to the Declaration is a copy of
South Florida Water Management District Permit No.36-
03846-P

Page 2 of 3

INSTR # 2008000161552 Page Number: 3 of 3

EXECUTED as of the day first above written.

Signed, sealed and delivered
In the Presence of:

Witness - signature

CHARLES ARMATO

Witness - printed name



Witness - signature

JAMES V. PISANO

Witness - printed name

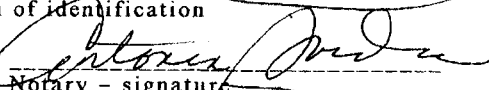
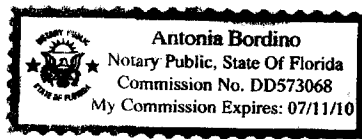
Colony Lakes Property Assoc, Inc.
Company/HOA/POABy: 

Robert Mintz

Title: Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28th day of MAY, 2008 by ROBERT as of They are personally known to me or has produced as form of identification


Notary - signatureANTONIA BORDINO
Notary - printed name

Page 3 of 3

BY-LAWS OF
COLONY LAKES PROPERTY ASSOCIATION, INC.
(Restated)

The By-Laws of Colony Lakes Property Association, Inc. as originally created and amended (in the Official Records of Lee County, Florida pursuant to Instrument #20050001199 and Instrument #2007000149624) is hereby further amended in part and restated in its entirety. The purpose of this restated document is to correct scrivener's errors and compile the previous amendments into a single document.

ARTICLE I.
GENERAL

Section 1. Name. The name of the corporation shall be COLONY LAKES PROPERTY ASSOCIATION, INC., ("Association").

Section 2. Principal Office. The principal office of the Association shall be at 301 Yamato Road, Suite 3191, Boca Raton, FL 33431 or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Easements, Covenants, Conditions And Restrictions of Colony Lakes (the "Declaration"), and, unless otherwise specified herein, all terms used herein shall be defined as set forth in the Declaration.

ARTICLE II.
DIRECTORS

Section 1. First Board of Directors.

A. The first Board of Directors shall be composed of three (3) Directors. Declarant shall have the right to appoint all of the members of the Board of Directors until such time as Class A Members hold fifty percent (50%) or more of the Membership Interests, at which time the Class A Members shall be entitled to elect one (1) member of the Board of Directors and Declarant shall be entitled to elect two (2) members of the Board of Directors,

B. Within sixty (60) days after the Class A Members are entitled to elect a member of the Board of Directors the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of, a meeting of the Class A Members for this purpose. Such meeting may be called and a notice given by any Class A Member if the Association fails to do so.

C. Declarant shall be entitled to appoint two (2) Directors until three (3) months after ninety percent (90%) of the Lots have been conveyed to Owners other than Declarant.

D. Declarant shall be entitled to appoint one (1) Director, as long as Declarant is the holder of at least five percent (5%) or more of the Membership Interests in the Association, after which time all Directors shall be selected by the Class A Members.

E. Any Director appointed by Declarant shall serve at the pleasure of Declarant, and may be removed and substituted by Declarant, at its sole option and discretion.

F. At such time as the Class A Members of the Association are permitted to elect Directors, any Director elected by the Class A Members, may be removed from the Board with or without cause, by a two-thirds (2/3) vote of the Class A Members of the Association entitled to vote.

In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve the unexpired term of his predecessor.

Section 2. Number and Term and Qualifications. The Board of Directors shall be composed of five (5) Directors. All Directors shall be members or the spouse of a member. When a Lot and/or Family Dwelling Unit is owned by a corporation, partnership, or similar entity, any officer or partner, and the spouse of the officer or partner, shall be eligible for Board membership. Settlers or grantors of a trust described in Section 733.707, Florida Statutes (2006), which owns a Lot, and beneficiaries as defined in Section 737.303(4)(b), Florida Statutes (2006) of a trust which owns a Lot and the spouses of such persons, shall be considered eligible for Board membership. Beneficiaries and their spouses must occupy the Family Dwelling Unit in order to be eligible for Board membership. It is the intention of these By-Laws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate, at the election held at the 2008 Annual Meeting, five (5) Directors shall be elected. The three (3) candidates receiving the highest number of votes shall be elected for a two (2) year term. The next two candidates receiving the next highest number of votes shall be elected to a one (1) year term. When no election is held or in the event of a tie, the decision shall be made by agreement of the affected parties, or by lot. Thereafter, all Directors shall be elected for a two (2) year term. The term of each Director's service shall extend until their elected term is completed and thereafter until, their successor is duly elected and qualified or until the Director is recalled in the manner provided below, or resigns. Resignations of Directors are effective when received by the Association, in writing unless a later date is stated.

Section 3. Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, any Director appointed by Declarant may be replaced solely by Declarant.

Section 4. Removal. Any member of the Board of Directors (other than those appointed by Declarant) may be recalled and removed from office with or without cause by the vote or agreement in writing of persons owning a majority of the Membership Interests. A special meeting of the Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Owners giving notice of the meeting as required to for a meeting of Owners and the notice shall state the purpose of the meeting. All Directors, except for those appointed by Declarant, shall be Members of the Association and no Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. If any Director fails to pay any Assessment levied by the Board of Directors whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director. The provisions of this Section shall not be applicable to Directors appointed by Declarant. Declarant appointed Directors shall be removable with or without cause at the sole discretion of Declarant.

Section 5. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect regular and special Assessments.
- B. To use and expend the Assessments collected to maintain, care for and preserve the Property, except those portions thereof which are required to be maintained, cared for and preserved by the Owners.

C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D. To collect delinquent Assessments by suit or otherwise, together with interest at the rate provided in the Declaration and all costs so incurred including but not limited to attorneys' fees, to abate nuisances and to enjoin or seek damages from the Owners for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the Rules and Regulations promulgated by the Board of Directors.

E. To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.

F. Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish procedures for the imposition of penalties, including fines for the infraction thereof;

G. Suspend the right of use of the Common Area of a Member and such Member's family, guests and tenants, during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and opportunity for hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations;

H. To contract for management of the Property and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership and to contract for service to be provided to the Owners, including cable television service.

I. To carry out the obligations of the Association under any easements, restrictions or covenants running with the land that are intended to provide enjoyment, recreation or other use or benefit to the Owners.

Section 6. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 7. Meetings.

A. The first and annual meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

B. Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting.

C. Meetings of the Board of Directors shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Except in cases of emergency, notices of such meetings shall be posted conspicuously on the Property at least forty-eight (48) hours in advance of such meetings. Notices for meetings of the Board of Directors at which assessments will be levied shall state that assessments will be considered and describe the nature of the assessments.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. A member of the Board may join by written concurrence in any specific action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 9. Accounting Records. The Association shall maintain accounting records according to good accounting practices, consistently applied, which shall be open to inspection by all Members or their authorized representatives at a reasonable time. Financial Statements of the Association shall be prepared within sixty (60) days after the close of the fiscal year, and shall be supplied at least annually to all Members or their authorized representatives at no charge to the Members. Such records shall include, but are not limited to, a record of all receipts and expenditures, the beginning and ending cash balances, and an account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment, the due dates and amounts of the Assessments, the amounts paid upon the account and the balance due.

ARTICLE III. OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. The President, Secretary and Treasurer of the Association must, at all times after Class A Members are entitled to elect a majority of the Board, be Resident Owners. (The term "Resident Owner" shall, for this purpose, mean an Owner who personally occupies his Unit for a minimum of 183 days of the calendar year or whose parent, spouse or child occupies the Unit for said period of time.) If the Board so determines, there may be one or more Vice-Presidents.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers: Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4, The President,

A. The President shall be chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are

carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary,

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection at any reasonable time, by all Members, or their authorized representatives, and by the Board of Directors. The minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

A. The Treasurer shall cause the Association to keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as authorized by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

D. He shall prepare and deliver annual financial statements and, at such times as may be required by law or otherwise determined by the Board of Directors, shall arrange for audits or reviews of the Association's books by outside accountants.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10. Committees. The Board may appoint one or more executive or other committees whose duties and responsibilities shall be determined from time to time by the Board.

ARTICLE IV. MEMBERSHIP

Section 1. Membership. Each Owner (including a life tenant, a corporate owner, partnership, trust, or other entity which is not a natural person) of a Lot within the Property shall be a Member of the Association and membership in the Association shall be limited to Owners of Lots within the Property.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot.

Section 3. Powers and Duties. The powers and duties of the Association shall include those set forth in the various provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

ARTICLE V. MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The first annual meeting of Members shall be held during the first two weeks in November of each year following the issuance of the first certificate of occupancy for a Unit within the Property.

B. Regular annual meetings subsequent to the first meeting shall be held on a date and time to be determined by the Board of Directors.

C. At the annual meetings, subject to the provisions of Article II, Section I, of these By-Laws, the Class A Members, by majority vote (cumulative voting prohibited), shall elect a Board of Directors and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A duly executed and acknowledged affidavit of an officer of the Association affirming that notices of the meeting were mailed or hand delivered, in accordance with this paragraph, shall be proof of such mailing, and shall be retained as part of the official records of the Association. A notice of such meeting shall be posted at a conspicuous place on the Property at least fourteen (14) days prior to the meeting.

Section 3, Membership List. At least fourteen (14) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the mailing address of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the Members. Should the President fail to call such a special meeting, such Members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each Member entitled to vote thereon at such address as appears on the books of the Association at least five (5) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Property at least five (5) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

D. When a quorum is present at any special meeting, two-thirds (2/3) of the votes cast in person or represented by written proxy or a majority of all members, whichever is less, shall decide any question properly brought before the meeting.

Section 5. Quorum. Members owning thirty percent (30%) of the Membership Interests entitled to vote, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these ByLaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

A. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned. Declarant, as the Class B Member, shall be entitled to one vote plus two votes for each vote held by Class A Members.

B. If a Lot is owned by more than one (1) individual or by a corporation or other entity, said Owners, corporation or other entity shall file a certificate with the Secretary naming the person or persons authorized to cast said Lot vote any one of whom may vote at any meeting on behalf of the Lot. If the same is not on file prior to any meeting of the Members, then any one individual or any authorized officer may cast said Lot vote. Notwithstanding the above, if: (1) no certificate of designation is on file, and all Owners of a Lot are present, either in person or by proxy, and cast their votes unanimously; or (2) all those designated in the certificate to vote on behalf of the Lot are present, either in person or by proxy, and cast their votes, unanimously, then said votes shall be counted and considered as one vote for each Lot so owned.

C. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. Each proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business.
The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of prior meeting.
- D. Officers' reports.
- E. Committee reports.
- F. Elections.
- G. Unfinished business.
- H. New business.
- I. Adjournment.

ARTICLE VI. NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. A waiver shall not dispense with or lessen the number of members required for a quorum.

Section 3. Address. The address for notice to the Association is 301 Yamato Road Suite 3191, Boca Raton, FL 33431

ARTICLE VII. FINANCES

Section I. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any two (2) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Determination of Assessments.

A.

(1) The Board of Directors shall fix Assessments adequate to meet the common expenses of the Association. Common Expenses of the Association shall include expenses for the operation, maintenance, repair or replacement of the Common Areas, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses for promoting the recreation, safety and welfare of the Owners or otherwise designated as common expenses by the Declaration or from time to time by the Board of Directors.

(2) Funds for the payment of common expenses shall be assessed against Owners in the proportions or percentages and in the manner provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(3) The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Areas within the Property.

(4) Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as provided for regular Assessments.

B. When the Board of Directors has determined the amount of any Assessment, excluding the monthly assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Annual Budget.

A. A copy of the Association's proposed annual budget of common expenses shall be mailed to each Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Owners.

B. The Board of Directors may approve annual budgets without the necessity of Unit Owner approval so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. If the Board of Directors adopts a budget which requires assessments for the proposed fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the Owners to the Board of Directors, shall call a special meeting of the Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Owner. At the special meeting, Owners shall consider and enact a budget, the adoption of which shall require a vote of not less than a majority vote of all Owners. The Board of Directors may propose a budget to the Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Owners at the meeting or by a majority of all Owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Property shall be excluded from

the computation. However, as long as Declarant is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of persons owning a majority of all Lots.

Section 5. Working Capital and Reserve Accounts.

A. The Board of Directors may from time to time establish, as part of the regular assessment or by special assessment, an operating capital fund which may be utilized for payment of common expenses of the Association in excess of the assessments collected from Owners on a monthly basis.

B. The Board of Directors may establish, as part of the annual budget, reserve accounts for capital expenditures and deferred maintenance for items including but not limited to, pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. However, the members of the Association may by a majority vote at a duly called meeting of the Association, elect for a fiscal year to provide no reserves or reserves less adequate than required by the above-stated formula.

C. The Board of Directors shall have the right to assess Owners to establish a reserve account for the future replacement of or additions to the Common Area and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section 6. Limitation on Expenditures. After the election by Class A Members of a majority of the Board of Directors any single item of expenditure for the improvement of the Common Areas exceeding Twenty Five Thousand Dollars (\$25,000.00) shall require the specific approval of a majority of the Class A Members whether or not adoption of the entire budget requires their approval pursuant to Section 4 of this Article VII.

Section 7. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Directors. Notwithstanding the foregoing, sums collected for reserves shall be placed in a separate account from other funds of the Association. All assessments shall be applied as provided herein and in the Declaration.

Section 8. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bond or bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or over which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, any management firm retained by the Association, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VIII.
DEFAULT

Section 1. Delinquent Payment. In the event an Owner does not pay any sum, charge or assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sum, charge or assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida. Assessments or installments thereof not paid within ten (10) days from the date due shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum.

Section 2. Violation. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. In the event such legal action is brought against an Owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiffs reasonable attorneys' fees and court costs.

Section 3. Mortgagees. Upon prior written request of a Mortgagee, said Mortgagee shall be given notice of any monetary default by the Owner and opportunity to cure said default within ten (10) days after notice from the Association to the Mortgagee. Nothing contained in this Article shall be construed to require that the Association furnish notice to any Owner of his failure to pay any Assessment, sum or other charge due to the Association.

Section 4. Consent. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Owners, and to preserve each Owner's right to enjoy his Lot or Unit free from unreasonable restraint and nuisance.

ARTICLE IX. AMENDMENT

These By-Laws may be amended by affirmative vote of two thirds (2/3) of the Members and of the Board of Directors except that no Amendment to these Bylaws shall be effective which would contravene the Declaration or the Articles of Incorporation of the Association.

ARTICLE X. CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires. Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect. Wherever possible, these By-Laws shall be construed consistently with Florida law, the Declaration and the Articles of Incorporation. However, in the event of any conflict or inconsistency the provisions of Florida law, the Declaration and Articles of Incorporation shall govern and these By-Laws shall be given effect to the extent not inconsistent therewith.

The foregoing were adopted as the Amended and Restated By-Laws of Colony Lakes Property Association, Inc. by the Board of Directors at its meeting held on this 24th day of March, 2016.

COLONY LAKES PROPERTY ASSOCIATION, INC.:

By: Andy Kalmar
Andy Kalmar, President

(Corporate Seal)

Attest: Marcia Foster

Marcia Foster, Secretary

ARTICLES OF INCORPORATION
OF
COLONY LAKES PROEPRTY ASSOCIATION, INC.
(A Corporation Not-For-Profit)

AMENDED AND RESTATED

These amended and restated Articles of Incorporation are amended and restated in its entirety to incorporate prior amendments (Lee County, Florida Official Record 2007000149624 and 2016 000064683) and correct scrivener's errors. In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming and operating a corporation not-for-profit under Chapter 617, Florida Statutes, and do hereby certify:

ARTICLE I
NAME

The name of the corporation is:

COLONY LAKES PROPERTY ASSOCIATION, INC.

(hereinafter called the "Association").

and the principal office and mailing address is 12650 Whitehall Dr, Fort Myers, FL 33908.

ARTICLE II
REGISTERED OFFICE

The street address of the Association is 12650 Whitehall Dr, Fort Myers, FL 33908.

ARTICLE III
PURPOSES OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Common Areas and improvements thereon, with that certain real property (and any additions thereto) described in the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Colony Lakes as recorded in the Public Records of Lee County, Florida (the "Declaration"), and to otherwise perform the obligations and responsibilities of the Association under the Declaration and to promote the health, safety and welfare and mutual enjoyment of the members of the Association. Capitalized terms which are not

otherwise defined herein shall be given the meaning ascribed to such terms in the Declaration.

ARTICLE IV POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

- A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided;
- B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association including, without limitation, the Common Area;
- D. To operate and maintain the surface water management system in accordance with the requirements of the South Florida Water Management District and any other governmental agency or authority having jurisdiction over the surface water management of the Property, and to contract for services to provide for the operation and maintenance of the surface water management system; provided, however, in the event the Association is dissolved, the surface water management system, and the property comprising such system, will be conveyed and be dedicated to a non-profit organization so as to assure continued maintenance of the surface water management system in perpetuity;
- E. With the assent of two-thirds (2/3) of the voting interests at a duly called meeting of the Association, borrow money and mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;
- F. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3) of the voting interests;
- G. Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional Common Area, provided that any such merger, consolidation or annexation shall have the consent of two-thirds (2/3) of the voting interest of the Association;
- H. To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

I. To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise;

J. To contract for management of the Association and to delegate in such contract all or any part of the delegable powers and duties of the Association, and to contract for services to be provided to the Owners. All Members of the Association shall be bound by such contracts regardless of whether they desire or use the services rendered thereunder;

K. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

L. All powers and duties of a not-for-profit corporation under Chapter 617, Florida Statutes.

ARTICLE IV MEMBERSHIP AND QUORUM

A. Every Owner of a Lot within the Property subject to the Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot

B. The presence at a meeting of members entitled to cast, or of proxies entitled to cast, equal to thirty percent (30%) of the total voting interests of the Association shall constitute a quorum for any action.

ARTICLE VI VOTING RIGHTS

A. There shall be one Membership Interest in the Association appurtenant to each Lot. The Membership Interest appurtenant to each Lot shall automatically pass upon recordation in the public records of each instrument effectuating a sale, conveyance or transfer of said Lot.

B. The Association shall have two (2) classes of Membership:

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

Class B. Class B has been retired.

ARTICLE VII BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but which shall consist of

not less than three (3) Directors. Directors, other than those appointed by the Declarant must be members or the spouse of a member of the Association.

B. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME	ADDRESS
John T. Kinsey	301 Yamato Road Suite 3191 Boca Raton, FL 33431
Debra A. Graff	301 Yamato Road Suite 3191 Boca Raton, FL 33431
Susan M. Kinsey	301 Yamato Road Suite 3191 Boca Raton, FL 33431

C. The Directors shall serve and be elected in the manner determined by the By-Laws. Any Director may be re-elected for successive terms, as permitted by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

ARTICLE VII DURATION

The Association shall have perpetual existence. In the event the Association is dissolved, the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar non-profit corporation.

ARTICLE IX AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority vote of the Board of Directors or by fifteen (15%) percent of the Members. Such proposals shall be in writing and shall be delivered to the President of the Association who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Should the President fail to call such meeting, the Members may, in lieu thereof, call a special meeting. Such request shall state the purpose or purposes of the

proposed amendment(s). Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of two-thirds (2/3) of voting interests present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present shall be required for approval of the proposed amendment or amendments.

B. Any Member may waive the requirement of this Article as to notice of special meetings to vote on proposed amendments to these Articles of Incorporation, either before, at or after a membership meeting at which a vote is taken to amend these Articles, and any amendment passed by two-thirds (2/3) of the voting interests present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present shall not be invalid merely because some Members did not receive notice of the Special Meeting.

ARTICLE X INCORPORATOR

The name and street address of the Incorporator for these Articles of Incorporation is John T. Kinsey, 301 Yamato Road, Suite 3191, Boca Raton, FL 33431.

ARTICLE XI OFFICERS

A. The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice President, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

B. The names of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	John T. Kinsey
Secretary:	Debra A. Graff
Treasurer:	Susan M. Kinsey

ARTICLE XII BY-LAWS

A. The By-laws of this Association shall be adopted by the Board of Directors and attached to the Declaration to be filed among the Public Records of Lee County, Florida. The By-laws may be amended by the Members in the manner provided in said By-laws.

B. No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full text of the By-laws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. 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 underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See By-law _____ for present text". Nonmaterial errors or omissions in the By-laws process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XIII INDEMNIFICATION OF OFFICERS AND DIRECTORS


The Association shall and does hereby agree to indemnify, defend and hold harmless every Director and every Officer, their heirs, personal representative, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made by a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such Director or Officer may be entitled, by law or otherwise.

IN WITNESS WHEREOF, Colony Lakes Property Association, Inc. and its Members have caused this Amended and Restated Articles of Incorporation to be executed in their name as of the 24th day of February 2016.

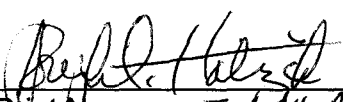
Colony Lakes Property Association, Inc.,

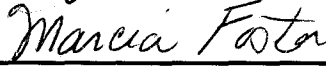
Witnesses:

COLONY LAKES PROPERTY
ASSOCIATION, INC.:


Print Name: Robert F. Monte

By: 
Andy Kalmar, President


Print Name: JOSEPH A. HALIZAK

Attest: 
Marcia Foster, Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24th day of February 2016 by Andy Kalmar, as President of Colony Lakes Property Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation who () is personally known to me or who () has produced a Florida Driver's License as identification.

[seal]



Dion R. Masterson
Commission #EE853852
Expires: Nov. 29, 2016
BONDED THRU
AAA NOTARY & SURETY BONDS

Dion R. Masterson
Notary Public

Print Name: Dion R. Masterson

My Commission Expires: 11-29-16

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24th day of February 2016 by Marcia Foster, as Secretary of Colony Lakes Property Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation who ☒ is personally known to me or who () has produced a Florida Driver's License as identification.

[seal]



Dion R. Masterson
Commission #EE853852
Expires: Nov. 29, 2016
BONDED THRU
AAA NOTARY & SURETY BONDS

Dion R. Masterson
Notary Public

Print Name: Dion R. Masterson

My Commission Expires: 11-29-16