

Prepared by and return to:
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CERTIFICATE OF AMENDMENT

I HEREBY CERTIFY that the following Amended and Restated Declaration of Covenants, Conditions, Restrictions & Easements for Oak Hollow and Mahogany Run and the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of Oak Hollow and Mahogany Run Neighborhood Association, Inc. were duly adopted by the Association membership at the duly noticed meeting called for that purpose and held on the 11th day of April, 2023. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions, Restrictions, and Easements for Oak Hollow and Mahogany Run was recorded in Official Records Book 2348, Page 3257 et seq. of the Public Records of Collier County, Florida. The property subject to the Declaration is further described in Exhibit "A" of the original Declaration of Covenants, Conditions, Restrictions, and Easements recorded at Official Records Book 2348, at Page 3257 et seq. of the Public Records of Collier County, Florida.

**OAK HOLLOW AND MAHOGANY RUN
NEIGHBORHOOD ASSOCIATION, INC.,**

A Florida not for profit corporation

WITNESSES

Kelly Walker
Signature of First Witness

Kelly Walker
Printed Name of First Witness

Alexandra Jones
Signature of Second Witness

Alexandra Jones
Printed Name of Second Witness

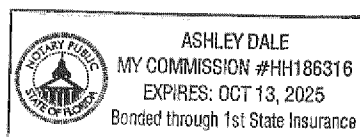
By: Greg Debski
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 12 day of April 2023, by Greg Debski, as President of Oak Hollow and Mahogany Run Neighborhood Association, Inc., who ☒ is personally known to me, or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of April, 2023.

(NOTARY STAMP/SEAL)



Ashley Dale (SEAL)
Notary Public for the State of Florida
Print Name: Ashley Dale
My Commission Expires: 10/13/2025

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

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, RESTRICTIONS & EASEMENTS FOR
OAK HOLLOW AND MAHOGANY RUN**

KNOW ALL PERSONS BY THESE PRESENTS that on September 23, 1997, the original Declaration was recorded in Official Record Book 2348, at Page 3257 *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter the "Property") is legally described on Exhibits "A", "B", and "C" of the original Declaration by the declarant.

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or any other Ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

1. DEFINITIONS. The following words and terms used in this Declaration or any of the governing documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Architectural Review Committee – Master" or "ARC-M" means the committee established by the Master Association for the purposes set forth in Article 7 of the Master Declaration.

1.2 "Architectural Review Committee – Neighborhood" or "ARC-N" means the committee established by a Neighborhood Association for the purposes set forth in Article 7 of this Neighborhood Declaration.

1.3 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of Oak Hollow and Mahogany Run Neighborhood Association, Inc., as amended from time to time.

1.4 "Autumn Woods" means the property described in Exhibit "A" of the Master Declaration and other lands annexed thereto.

1.5 "Assessments" means a share of the funds required for the payment of Common Expenses and individual expenses which from time to time are assessed by the Association against an Owner as Regular, Special and Individual Assessments, as further defined in Section 4 of this Neighborhood Declaration.

1.6 "Board" means the Board of Directors responsible for the administration of the Oak Hollow and Mahogany Run Neighborhood Association, Inc.

1.7 "Declaration" or "Neighborhood Declaration" means this Declaration as amended from time to time.

1.8 "Family" or "Single Family" shall refer to any one of the following:

(A) One (1) natural person, his/her spouse, if any, and their custodial children, if any, Grandparents, if any, and those related to the Owner by blood or adoption within the first degree.

(B) Not more than two (2) natural Persons not meeting the requirement of Article 1.8(A) above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit

(C) The reference to "natural" is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a Person who resides in a Unit as part of the Owner's Family, but is not a title holder.

(D) Owner's lawful spouse at the time of death or was related to the Owner by blood or adoption within the first degree.

1.9 "Governing Documents" means and includes this Declaration, the Articles, the Bylaws, the Rules and Regulations and all recorded exhibits thereto, as amended from time to time.

1.10 "Guest" means any person who is not the Owner or a Tenant of a Lot or a member of the Owner's or Tenant's Family, who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Owner or other legally permitted Occupant, without the payment of consideration, subject to the provisions of Article 10 herein. Temporary means not more than thirty (30) days at one time. Any Guest who is physically present in, or occupies a Lot, longer than on a temporary basis shall be deemed a Tenant for all relevant purposes.

1.11 "Lease" means the grant by an Owner of a temporary right of use of the Owner's unit with or without valuable consideration, subject to the provisions of Article 10 herein. The term Lease and all its derivations as used herein applies to any type of occupancy for which the Occupant has paid consideration to the Owner including, but not limited to, occupancy pursuant to a license.

1.12 "Lot" means any parcel of land located within the real property according to the Plat or any subdivision map of the Neighborhood Properties. No additional land is being added by this instrument and no land is being removed by this instrument. All of said land has been subdivided

for residential use with fee simple title to each Lot having been conveyed to an Owner for use as a residential homesite. No Lot may be subdivided. No Lot may be joined together with another Lot or Lots. The Lots shall be depicted and numbered on sketches or surveys as recorded in the Public Records of Collier County, Florida.

1.13 “Master Association” means Autumn Woods Master Community Association, Inc., a Florida not for profit corporation.

1.14 “Master Common Area” or “Master Common Property” means all the real property including any fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Master Association for the common use and enjoyment of its Members. The Master Common Area of the Master Association includes all land as described and subject to the Master Declaration save and except for the individual Lots or Units. The Master Common Area include, but are not limited to, the storm water management and drainage features, roads, gatehouse areas, recreational and other facilities owned by the Master Association, including personal property, for the use and benefit of the Owners of Lots or Units in Autumn Woods.

1.15 “Master Declaration” means the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Autumn Woods, as amended from time to time.

1.16 “Master Plan” means the plan of development for Autumn Woods reflected in Exhibit “C” of the Master Declaration and as amended from time to time in accordance with approvals obtained from Collier County, Florida.

1.17 “Master Properties” or “Master Property” means all the real property subject to the Master Declaration..

1.18 “Members” means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.19 “Neighborhood” means each residential area within the Master Property which is represented in the Master Association by a Neighborhood Association.

1.20 “Neighborhood Association” means Oak Hollow and Mahogany Run Neighborhood Association, Inc., a Florida not for profit corporation.

1.21 “Neighborhood Common Expenses” means the actual and estimated expenses incurred by the Neighborhood Association, including reasonable reserves, in the course of performing its duties under the Governing Documents and the law. Neighborhood Common Expenses of the Neighborhood Association include the costs of operating the Neighborhood Association, , other expenses declared by the Governing Documents to be Neighborhood Common Expenses, and any other valid expenses or debts of the Neighborhood Property as a whole of the Neighborhood Association which are assessed against the Lot or Unit Owners.

1.22 “Neighborhood Common Surplus” means the excess of all receipts of the Neighborhood Association, including but not limited to Assessments, rents, profits and revenues

over the Neighborhood Common Expenses.

1.23 “**Neighborhood Properties**” or “**Neighborhood Property**” or “**Property**” means all the real property which is subject to this Neighborhood Declaration.

1.24 “**Neighborhood Representative**” means the elected officer from the Neighborhood Association who shall be the person authorized by the Neighborhood Association to cast all votes attributable to the Lots or Units in the Neighborhood.

1.25 “**Owner**” means the record Owner of legal title to a Lot or Unit. Owner shall not mean or refer to the holder of a mortgage unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term “Owner” mean and refer to any lessee or Tenant of an Owner.

1.26 “**Parks**” means lands so designated on the Master Plan, which may or may not be further designated as Master Common Property or as Neighborhood Common Property.

1.27 “**Plat**” means the recorded plat of the Neighborhood Properties recorded at Plat Book 29, Pages 59-62 and Plat Book 32, Pages 75-83 of the Public Records of Collier County.

1.28 “**Primary Occupant**” means the natural person occupying a Lot or Unit when title to the Lot or Unit is held in the name of two or more persons who are not a legally married couple, or by a trustee or a corporation or other entity which is not a natural person.

1.29 “**Rules and Regulations**” means the administrative rules and regulations governing the use, maintenance, management, and control of the Neighborhood Property, including the Lots specifically in relation to ARC Standards, and the operation of the Neighborhood Association as adopted by the Board, pursuant to the Bylaws.

1.30 “**Tenant**” means any person who is not an Owner or Family member of the Owner who occupies the Unit for valuable consideration or a Guest who is physically present or occupying a Unit in excess of thirty (30) consecutive days with or without consideration.

1.31 “**Unit**” means a residence for a single family in the form of single-family detached houses on separately platted Lots.

1.32 “**Voting Interest**” means the voting rights distributed to the Neighborhood Association Members pursuant to the Bylaws.

2. ASSOCIATION.

2.1 **Membership- Neighborhood Association.** Every Owner of a Lot or Unit shall be a member of the Neighborhood Association, and by acceptance of a deed or other instrument evidencing his/her ownership interest, each Owner accepts his/her membership in the Neighborhood Association, acknowledges the authority of the Association as herein stated, and

agrees to abide by and be bound by the provisions of the Governing Documents, as amended from time to time.

2.2 Membership – Master Association. Each Owner of a Lot or Unit shall be a member of the Master Association as well as a Member of the Neighborhood Association. In addition to the covenants, conditions and restrictions imposed on the Neighborhood Properties by this Neighborhood Declaration, each Lot or Unit within the Neighborhood Property is owned, held, and used subject to the covenants, conditions, easements, and restrictions contained in the Master Declaration, including, without limitation, the obligation of the Owner to pay annual and special assessments imposed on the Lots and Units by the Master Association.

2.3 Voting Rights – Master Association. Each Neighborhood Association shall exercise the voting rights established in the Master Declaration on behalf of all the Members whose Units or Lots are within the jurisdiction of such Neighborhood Association. On all matters requiring votes of the Members as may be described in the Master Declaration, or in the Articles of Incorporation or Bylaws of the Master Association, such votes shall be conducted by the Neighborhood Associations in accordance with 3.7 of the Bylaws, as amended from time to time. The result of the vote shall be reported to the Master Association by the Neighborhood Representative of the Neighborhood Association and the total number of votes of the membership attributed to the Neighborhood Association shall be cast accordingly. Members shall not have the right to cast votes directly with the Master Association, and shall be bound by the outcome of the voting conducted by the Neighborhood Associations.

2.4 Voting Rights – Neighborhood Association. Each Member shall be entitled to one (1) vote for each Lot or Unit owned.

2.5 Delegation of Management. The Neighborhood Association may contract for the management and maintenance of those portions of the Neighborhood Property it is required to maintain, and may authorize a licensed management agent to assist the Neighborhood Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of Assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Neighborhood Property with funds made available by the Association for such purposes. The Board may not replace the existing management company without first obtaining the approval of four (4) out of the five (5) Board members at a duly noticed Board meeting. The Neighborhood Association may not contract with the same property management company as the Master Association. Notwithstanding the foregoing, if the Master Association engages the same property management company as the company engaged by the Neighborhood Association, the Neighborhood Association shall engage another property management company within one (1) year of the date of the Master Association's engagement of the property management company.

2.6 Acts of the Association. The Association is authorized to exercise any and all powers, rights, and privileges under the Governing Documents or Chapters 720 or 617 of the Florida Statutes, as amended from time to time. Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of the law or the Governing Documents, all

approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board, without a vote of the Members. The officers and Directors of the Association have a fiduciary relationship to the Members. A Member or Owner does not have the authority to act for or bind the Association by reason of being a Member or Owner.

2.7 Official Records. The Association shall maintain its official records as required by Florida Statute Section 720.303, as amended from time to time. The records shall be open to inspection by Members or their authorized representatives at all reasonable times. The right to inspect the records includes the right to make or obtain photocopies at the reasonable expense of the Member seeking copies. The Board shall have the right to adopt reasonable Rules and Regulations concerning the frequency, number, and length of requests to inspect the official records.

2.8 Interests in Personal Property. The Association has the power to acquire personal property. The power to acquire personal property shall be exercised by the Board.

2.9 Disposition of Personal Property. Any personal property owned by the Neighborhood Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board.

2.10 Roster. The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Owners. Owners are required to notify the association within 30 days of any changes. All such notices shall be in writing.

3. FUNCTIONS OF THE NEIGHBORHOOD ASSOCIATION.

3.1 Area of Common Responsibility. The Master Association, subject to the rights of the Owners set forth in the Master Declaration, shall be responsible for the exclusive management and control of the Area of Common Responsibility and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep the Area of Common Responsibility in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and any agreement with another association or governmental agency. The Master Association shall have the right to delegate to the Neighborhood Association the obligation to manage, control, and maintain any portion of the Area of Common Responsibility lying within or adjacent to the Neighborhood Properties. Such delegation is subject to acceptance and agreement by both the Master Association and Neighborhood Association.

3.2 Powers, Duties, and Services. The powers, duties, and services of the Neighborhood Association, including those set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, and in the Governing Documents, include, but are not limited to, the following:

(A) Conducting business of the Neighborhood 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.

(B) Establishing and operating the Architectural Review Committee – Neighborhood (ARC-N)

(C) Adopting, publishing, and enforcing such Rules and Regulations as the Neighborhood Board deems necessary over the Neighborhood Properties, including the Lots specifically in relation to ARC-N Standards, provided that such Rules and Regulations do not conflict with the covenants, conditions, or restrictions contained in the Master Declaration or the rules and regulations of the Master Association and for the management of the Neighborhood Association,

(D) At the sole option and discretion of the Neighborhood Board, conducting recreation, sport, craft, and cultural programs of interest to Members, their Families, Tenants, and Guests, and charging admission fees for the operation thereof.

(E) All Owners, Tenants, Guests, and invitees of any Owner, as applicable, acknowledge that the Master Association and any Neighborhood Association are not insurers and that each Owner, Tenant, Guest, and invitee assumes all risk of loss and damage to persons, to Lots or Units, and to the contents of the Lots or Units.

(F) The Neighborhood Association may also provide exterior maintenance upon any Unit or upon any structure containing Units which, in the reasonable opinion of the Neighborhood Association Board, requires such maintenance because said Units or structure is being maintained in a manner that is inconsistent with the overall appearance and standards prevailing within the Neighborhood Association. The Neighborhood Association shall notify the Owner of said Unit or any structure, in writing, specifying the nature or the condition to be corrected, and if the Owner has not corrected the condition within sixty (60) days after the date of said notice, the Neighborhood Association (after the approval of a majority of the Neighborhood Board) may correct such condition. Such maintenance shall include, but not be limited to, painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. For the purpose of performing the exterior maintenance authorized by this Section, the Neighborhood Association, through its duly authorized agents or employees, shall have the right, after sixty (60) days written notice to the Owner, to enter upon the exterior of any Unit located in the Neighborhood Properties at reasonable hours on any day, except Saturday and Sunday; provided, however, the Neighborhood Association shall have the right of entry without notice if necessary to correct an emergency situation. The cost of such maintenance shall be assessed against the Unit upon which such maintenance is to be performed as an individual Assessment.

Notwithstanding the foregoing, landscaping violations involving grass height as defined in the ARC-N Standards shall be corrected within ten (10) days after the date of the notice from the Neighborhood Association to the Owner. The Neighborhood Association shall have the right, after ten (10) days written notice to Owner, to enter upon the Lot and correct any outstanding landscaping violations involving grass height as defined in the ARC-N Standards. The cost of such maintenance shall be assessed against the Unit upon which such maintenance is to be performed as an individual Assessment.

3.3 Pledge of Revenue for Loan. The Neighborhood Board shall have the power and authority to mortgage the property of the Neighborhood Association and to pledge the revenues of the Neighborhood Association as security for loans made to the Neighborhood Association, which loans shall be used by the Neighborhood Association in performing its functions.

3.4 Contracts with Master Association. The Neighborhood Association is authorized to enter into any contracts or easement arrangements with the Master Association and any other Neighborhood association within the Autumn Woods property, provided that such contracts or easements are necessary or beneficial for the operation of the Neighborhood Association or the maintenance of the Neighborhood Properties; provided that the costs or expenses of operating, performing, or maintaining such contracts or easements shall be allocated between this Neighborhood Association and such other association in accordance with the cost incurred or benefit received by each association. Any such contracts or easements shall be approved by the vote or written consent of a majority of the voting interests.

4. ASSESSMENTS. The provision of this section shall govern Assessments payable by all Owners of Lots and Units, for the Neighborhood Common Expenses of the Neighborhood Association not directly attributable to one of the Lots or Units.

4.1 Covenant to Pay Assessments. Each Owner of a Lot or Unit, by the act of becoming an Owner, covenants and agrees, and each subsequent Owner of any Lot or Unit (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Neighborhood Association:

(A) The Lot or Unit Owner's share of annual Assessments based on the annual budget adopted by the Board of the Association;

(B) The Lot or Unit Owner's pro rata share of special Assessments for capital improvements or other Association expenditures not provided for by annual Assessments;

(C) Any charges properly levied against individual Lot Owner(s) ("Individual Assessments") without participation from other Owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot or Unit, regardless of how title was acquired, is liable for all Assessments or charges thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 4.13 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. Except as provided elsewhere in the Governing Documents, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Neighborhood Association become the property of the Neighborhood Association. No Lot or Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his/her Lot. No Owner can

withdraw or receive distribution of his/her prior payments to the Neighborhood Common Surplus or Neighborhood Association reserves, except as otherwise provided herein or by law. The Board shall have discretion to compromise, as each situation may require, regarding late charges, interest, attorney's fees, and other collection costs, but not as to Assessments. A compromise in one situation will not, in any way, require a compromise in any other situation.

4.2 Payment Due Date. Assessments shall be paid in quarterly installments. Written notice of the annual Assessment shall be sent to the Owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. The responsibility to timely pay any Individual Assessment or Special Assessment levied by the Association is independent of receipt of any reminder or invoice other than as required under Florida law and these Governing Documents.

4.3 Purposes of Assessments. The Assessments levied by the Neighborhood Association shall be used for the purposes of promoting the general welfare of the Lot and Unit Owners and residents; to operate, maintain, repair, improve, construct, and preserve (on a not for profit basis) the Area of Common Responsibility located in, on, or about the Neighborhood Property, and to perform all other duties and responsibilities of the Neighborhood Association as provided in the Governing Documents.

It shall be the duty of the Neighborhood Board to establish and adopt the annual budget and to fix the amount of annual Assessment against each Lot or Unit for the coming fiscal year, and to prepare a roster of Lots and Units and Assessments applicable thereto, which shall be kept in the office of the Neighborhood Association and shall be open to inspection by the Members. Once adopted, the Neighborhood Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member at least fifteen (15) days prior to the beginning of each fiscal year. Notwithstanding the foregoing, the Board shall not adopt a budget with an increase in excess of ten percent (10%) from the previous fiscal year, including any reserves, without first obtaining the approval of a majority (50% + 1) of the Voting Interests present and voting, in person or by proxy, at a duly called meeting of the Members of the Neighborhood Association at which a quorum of 10% of the Members has been attained. Failure to fix the amount of the annual Assessment within the time period set forth above will not preclude the Board from fixing the annual Assessment at a later date. In the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year, and the annual Assessment for the immediately preceding year shall continue for the current year. Notice of the annual Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.

4.4 Share of Assessments, Regular, Special and Individual. The Owners of each Lot or Unit shall be liable for a (1/350th) share of the regular annual and special Assessments levied by the Neighborhood Association for Neighborhood Common Expenses of the Neighborhood Association. All monetary fines assessed against an Owner pursuant to the Governing

Documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the Governing Documents, shall be an Individual Assessment and shall become a lien against such Owner's Lot or Unit, which may be foreclosed or otherwise collected as provided herein.

4.5 Special Assessments. In addition to the annual Assessments authorized herein, the Neighborhood Association may levy in any fiscal year a special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and the Bylaws Section 6.5; provided, such Assessment shall have the affirmative vote or written consent, or combination thereof, of at least a majority of the Voting Interests present and voting, in person or by proxy, at a duly called meeting of the Members of the Neighborhood Association at which a quorum of the Members has been attained. The obligation to pay special Assessments shall be computed on the same basis as for annual Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Neighborhood Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Neighborhood Board so determines.

4.6 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before ten (10) business days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest, the Neighborhood Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot or Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Neighborhood Association by or on behalf of a Lot or Unit Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid regular, special or individual Assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any Tenant occupying the Unit or Lot during any period in which Assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association.

4.7 Acceleration. If any special assessment or installment of a regular Assessment as to a Lot or Unit becomes more than thirty (30) days past due, the Neighborhood Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's or Unit's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Neighborhood Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. If the Association decides to exercise the right to accelerate, the right to accelerate shall be exercised by sending to the delinquent Owner

a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and the address of the Unit, and shall be deemed given upon mailing of the notice.

4.8 Lien. Consistent with Section 720.3085(1), F.S., the Neighborhood Association shall record a lien on each Lot or Unit for unpaid past due Neighborhood Association Assessments and charges, together with interest, late payment penalties, costs and reasonable attorney fees incurred by the Neighborhood Association in enforcing the lien. The lien is perfected by recording a Claim of Lien in the public records of Collier County, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due, and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Neighborhood Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid Assessments, fines, and charges, interests, late fees, costs and attorney fees which are due, and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

4.9 Foreclosure of Lien. The Neighborhood Association may bring an action in its name to foreclose its lien for unpaid Assessments or charges by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended from time to time hereafter, for the foreclosure of a lien upon a Lot or Unit for unpaid Assessments or charges. All unpaid Assessments and charges also constitute a personal obligation of the Owners and the Neighborhood Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid charges or Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments and charges as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Neighborhood Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action. The Board shall work consistently with Association legal counsel regarding its options in relation to recovering delinquencies.

4.10 Priority of Liens. The Neighborhood Association's lien for unpaid charges, Assessments, and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Neighborhood Association's Claim of Lien was recorded before the mortgage, but shall relate back to the date the original Declaration was recorded in the Public Records and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot or Unit shall be subordinate and inferior to the lien of the Neighborhood Association, regardless of when the lease was executed.

4.11 Removal of Property. After the Neighborhood Association successfully performs a foreclosure on the property, if the Owner does not remove personal property from the foreclosed premise, such property will be deemed forfeited to the Neighborhood Association and the Neighborhood Association may authorize removal and may sell such forfeited property after thirty 30 days written notice by certified mail addressed to the Owner at the last known address or at such address on record as provided to the Neighborhood Association by the Owner. Such

remedy shall be in addition to all other remedies available to the Neighborhood Association under applicable laws, Rules and Regulations including the right to compel removal of the property and right to impose any and all fines.

4.12 Certificate as to Assessment, Mortgagee Questionnaires. Within the time period provided under Chapter 720, F. S., as amended from time to time, the Neighborhood Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Neighborhood Association by the Lot or Unit Owner with respect to the Lot or Unit have been paid. Any person who relies upon such certificate shall be protected thereby. The Neighborhood Association may charge up to the maximum amount allowed by law to issue an estoppel certificate. The Neighborhood Association may but is not obligated to respond to mortgagee questionnaires. If the Neighborhood Association chooses to respond to a mortgagee questionnaire, the Neighborhood Association may charge up to \$150.00 (in addition to any charge for an estoppel letter) plus attorney's fees for doing so.

4.13 Mortgage Foreclosure. Unless otherwise provided by law, if the mortgagee of a first mortgage of an institutional mortgage of record acquires title to a Lot or Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be liable for the share of Neighborhood Common Expenses or Assessments attributable to the Lot or Unit, or to the former Owner of the Lot or Unit, which came due prior to the mortgagee's acquisition of title as required by Section 720.3085, Florida Statutes, as amended from time to time. Any unpaid share of Neighborhood Common Expenses for which such acquirer is exempt from liability becomes a Neighborhood Common Expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due Assessments and any other monetary obligations due and owing at the time of sale regardless of whether or not the Neighborhood Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his Ownership.

4.14 Exempt Property. The following property subject to this Neighborhood Declaration shall be exempted from all Assessments, charges, and liens created herein:

(A) All easements, rights-of-way or other interest dedicated and accepted by the local public authority and devoted to public use, and

(B) All Master Common Property and Neighborhood Common Property.

4.15 Collection of Master Association Assessments by Neighborhood Association. The Board of the Master Association shall have the right to require the Neighborhood Association to collect the annual and special assessments imposed by the Master Association on the Lots or Unit within the Neighborhood Association on behalf of the Master Association, and to remit such assessment revenues to the Master Association. In the alternative, the Master Association Board shall have the right to collect all Master Association assessments and Neighborhood Association Assessments on behalf of the Neighborhood Association and remit to the Neighborhood

Association the Neighborhood Assessments so collected.

5. EASEMENTS.

5.1 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 5, the Owner of each Lot or Unit, their Guests, Tenants, and invitees, shall have as an appurtenance to their Lot or Unit a perpetual nonexclusive easement for ingress and egress over, across and through the Master Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other Owners of Lots or Units, their Guests, Tenants, and invitees, subject to the provisions of this Neighborhood Declaration.

5.2 Utility Easements. A perpetual easement shall exist upon, over, under and across Oak Hollow and Mahogany Run for the purpose of maintaining, installing, 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, valves, pipelines, fiber optic lines, cable television, power lines, telephone service, gas lines, siphons, alarm systems, and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all Owners of Lots or Unit, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Neighborhood Association, through its Board, has the authority to grant additional such easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Lots or Units. Each Lot or Unit shall be subject to all easements recorded in the Official Records of Collier County, whether by recorded instrument, plat dedication, or otherwise.

5.3 Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines, if any.

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

(A) The right of the Neighborhood Association, in accordance with its Bylaws, to borrow money and to mortgage any or all of its real or personal property as security for money borrowed or debts incurred, provided that all such rights must first be approved by four (4) out of the five (5) Board members at a duly noticed Board meeting where all five (5) Board members are present;

(B) The right of the Neighborhood Association to impose Rules and Regulations governing the use of the Neighborhood Association Property, if any, and the operation of the Association as further provided in Section 7 of the Bylaws; and

(C) The right of the Neighborhood Association, through its Board, to place (and remove) after notice any reasonable restrictions upon any roadways owned by the Neighborhood

Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, 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 the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Neighborhood Common Property shall not make such restrictions unreasonable.

(D) The right and duty of the Neighborhood Association to reasonably limit the number of Guests, invitees, or Tenants of an Owner using the Neighborhood Association Property.

(E) The right and duty of the Neighborhood Association to levy Assessments against each Lot or Unit for the purpose of maintaining, repairing, and replacing the Neighborhood Property and facilities thereon, in compliance with the provisions of this Neighborhood Declaration and the restrictions on portions of the Neighborhood Property.

(F) The right of the Neighborhood Association to dedicate, release, alienate, or transfer all or any part of the Neighborhood Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Neighborhood Association.

(G) The right of the Neighborhood Association, by action of its Board, to reconstruct, replace, or refinish any improvements or Structure or portion thereof upon the Neighborhood Property, in accordance with the original design, finish, or standard of construction of such improvement.

(H) The right of the Neighborhood Association to enter onto a Lot as per Section 3.2(F).

5.5 Any Owner of a Lot or Unit, which Lot or Unit contains a structure which encroaches upon another Lot or Unit shall have a valid easement for the encroachment and maintenance of same, as long as it stands and exists. Notwithstanding anything to the contrary contained herein, the Neighborhood Association shall have the power, without the joinder of any Owner, to grant, modify or relocate easements in any portion of the Neighborhood Association Property, as the Board shall deem necessary or desirable for the Neighborhood Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots or Units.

6. MAINTENANCE.

6.1 **Owner Maintenance.** The individual Owners shall, in addition to other obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility of the following:

(A) The Lot or Unit and all structural components, including courtyard walks, entry doors, garage doors, painting, caulking, and roof components, windows, sliding glass doors, screens, screen doors and their hardware, frameworks, mailboxes (including related components and poles), lanais, walkways located on the Lot or Unit, and locks serving the Unit. The roofs and exterior of the structure and driveway (including that portion of the driveway in the Roadway, if

any) shall be kept in a good and serviceable condition and cleaned on a regular basis to remove and discourage mold growth and with no damage or defect therein, unless the driveway was damaged by the Neighborhood Association or Master Association in the fulfillment of its obligations and duties under the Governing Documents.

(B) The complete interior of the Unit including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

(C) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone and other similar lines and connections and sewer pipes serving the individual Lot or Unit.

(D) All grounds, green areas, storm drains (excluding Master Common Area storm drains), drain courses, sprinkler systems and other portions of same located on the individual Lots or Units including but not limited to all potable and non-potable water lines from the shut-off valve and serving the individual Lot or Unit. No refuse or unsightly objects shall be allowed to be placed or to remain anywhere in the Lot or Unit, nor shall trash burning be permitted. Owners are prohibited from having visible mold or mildew on the residence or other improvements, or other debris in the yard, dead or dying landscaping, personal property in disrepair, or creating or maintaining any other condition which, in the Neighborhood Association Board's judgment or discretion, has a negative aesthetic or economic impact on the neighborhood or constitutes a hazard to other property or to residents.

(E) Pest, insect, and rodent control, whether applied inside the Unit or on the Lot.

(F) Any modifications, alteration, installation or addition to the Lot or Unit made by the Owner or his/her predecessors in title with ARC-M or ARC-N or Neighborhood Association Board approval including, but not limited to, any decks or concrete pads, hedges, and other landscaping improvements installed by the Owner or his/her predecessor in title. The Owner shall be responsible for insurance, maintenance, repair and replacement of such modifications, installations or additions and the cost of removing and replacing or reinstalling such modifications if their removal by the Neighborhood Association becomes necessary in order to maintain, repair, replace or protect Master Common Areas for which the Neighborhood Association is responsible.

(G) The Owner is responsible for maintaining a functioning Irrigation System for the Lot within the Neighborhood.

6.2 Drainage System. No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of a water management, lake, or preserve area reserved for drainageways, sluiceways, or for the accumulation of runoff waters. No Owner shall permit his Lot or Unit to exist in a condition which, intentionally or unintentionally, causes damage or otherwise interferes with the drainage system and the Neighborhood Association shall be permitted to adopt various standards and requirements to cause a Lot or Unit to be altered at the expense of an Owner in order to cure the damage or condition which is causing damage to the

drainage system. Lots or Units with a pool may not utilize an overflow drain system which allows pool water to drain directly into a Lake. Each Owner shall keep all drainage structures (such as catch basins) located on the Lot or Unit clear of grass, leaves, and other debris unless otherwise approved by the ARC-M.

6.3 Notice to Owners: Non-Disturbance: and Maintenance. Owners are hereby notified that certain Lots or Units may include, or be adjacent to, wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements. The Owners shall not remove native vegetation that becomes established within the wet detention ponds, jurisdictional wetlands, designated mitigation areas, or designated conservation easements abutting their property, which includes any lake maintenance easements within the Lot. Removal includes dredging, the application of herbicide, and cutting. Owners should address any question regarding authorized activities within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to SFWMD, Surface Water Permitting Department. The SFWMD may authorize removal of certain exotic or nuisance vegetation upon application by Lot or Unit Owners, the Master Association, or the Neighborhood Association.

6.4 Enforcement of Maintenance. If the Owner of a Lot or Unit fails to maintain his/her Lot or Unit as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation. The Neighborhood Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Neighborhood Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Neighborhood Common Properties. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot or Unit to which such services are provided, and shall be an individual Assessment charged against the Lot or Unit, secured by a lien against the Lot or Unit as provided in Article 4 above.

6.5 Negligence: Damage Caused by Condition in Lot. Each Owner shall be liable to the Neighborhood Association for all costs and expenses it incurs for any maintenance, repair or replacement made necessary by his/her act or negligence or the Owner, or any member of his/her Family or his/her Guests, employees, agents, or Tenants. In the event the Neighborhood Association is required to incur expenses to maintain the Lot or Unit, including the provision of any landscape services for Owner obligations, or any expense necessary in the Board's discretion to maintain any Lot or Unit, such costs shall be an individual Assessment charged against the Lot or Unit, as provided in Article 4 above.

6.6 Reimbursement. All costs and expenses incurred by the Association pursuant to this Article, including attorney's fees and costs connected with such matters, shall be reimbursed to the Neighborhood Association by the Owner and shall constitute an individual Assessment against the Owner and his/her Lot or Unit.

6.7 Waiver of Objection. If a Party becomes aware of a violation or failure to comply with these restrictions, including the Neighborhood Association Rules and ARC Standards, and fails to object in writing within one (1) year of violation or failure occurring, the objection shall be

deemed waived.

7. ARCHITECTURAL CONTROL

7.1 Improvements Requiring Approval. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any Lot or Unit shall occur except in strict compliance with this Article and until the requirements of this Article have been fully met and until all necessary approvals have been obtained.

7.2 Architectural Review Committee. The primary responsibility for enforcement of the architectural standards and conditions established in this Neighborhood Declaration and in the Master Declaration shall reside with the Master Association as set forth in Article 7 of the Master Declaration. The Master Association shall have the right to delegate any portion of the responsibility for architectural standards to the Neighborhood Association. The following provisions shall be subject to any architectural review procedures or requirements established by the Master Association, and in the event of conflict between the terms or conditions of this Neighborhood Declaration and the terms and conditions of the Master Declaration, the Master Declaration shall prevail. With the consent of the Board of the Master Association, the Neighborhood Board may establish an Architectural Review Committee – Neighborhood (ARC-N), which shall have jurisdiction over all construction on any portion of the Neighborhood Properties, whose duties, powers, and responsibilities shall be consistent with the duties, powers, and responsibilities set forth for the ARC-M in Article 7 of the Master Declaration. Accordingly, Article 7 of the Master Declaration is hereby incorporated by reference and completely reproduced herein, and all references therein to the “ARC-M” shall be deemed to mean and refer to the ARC-N provided that the Master Association has delegated some portion of the responsibility of the ARC-M to the ARC-N.

7.3 Notices. The Neighborhood Board shall provide written notice to all Members of the formation and operation or revocation of the ARC-N, and the address for delivery of applications for approval to be acted upon by the ARC-N.

8. USE RESTRICTIONS. The following standards and restrictions apply to all persons and shall be enforced by the Neighborhood Association pursuant to Section 13 hereof.

8.1 Single Family Residential Use. Each Lot or Unit shall be occupied by only one Family at any time. Each Lot or Unit shall be used in a residential manner and for no other purpose. However, “no impact” or “low impact” home-based business in and from a Lot or Unit are allowed. Such uses are expressly declared customarily incident to residential use. The existence of the home-based business shall not change the character of the Lot or Unit. A home-based business shall be subject to first obtaining a Collier County home occupational license and zoning approval, if applicable or required.

8.2 Garage Sales. Lots or Units may conduct garage sales with the prior written consent of the Neighborhood Association and applicable Collier County permit. The number of individual

residential garage sales shall be limited to one (1) permit for every six (6) months.

8.3 Minimum Square Footage. The living area of each Unit, exclusive of garages, porches, patios, and other areas not designed for human habitation shall be 1,250 square feet or larger measured to the outside of the exterior walls.

8.3.1 Maximum height. Maximum height of each Unit shall be thirty-five (35) feet and subject to ARC-M or ARC-N approval and to Collier County restrictions (per Collier County Ordinance 96-80, Table 2), as amended from time to time.

8.4 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except for cats, dogs, or other generally recognized household pets. No more than four (4) adult animals are permitted on any Lot or Unit. No commercial breeding, maintenance, keeping, or boarding of animals of any type is allowed. All animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all the Rules established by the Neighborhood Association.

8.5 Nuisances. No Owner shall use his/her Lot or Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the Occupant of another Unit, or permit the Lot or Unit to be used in a disorderly, obnoxious, offensive, or unlawful way. The use of each Unit shall be consistent with existing laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community.

8.6 Signs. No person may post or display a sign, mount, paint, or attach on any Lot or Unit, fence, or other improvement on a Lot so as to be visible from the public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the subdivision except the following:

(A) An Owner may erect one (1) For Sale or For Rent sign after obtaining the approval of the Neighborhood Association. The size, height, and location shall be as prescribed in the Master Association Rules and Regulations.

(B) Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

8.7 Garages. Each Unit shall have an attached and enclosed garage capable of housing not less than two (2) standard sized automobiles. The openings of such garages must be situated within the setback lines as set out in Section 8.8 below. No garage shall be enclosed or converted to a use other than for the storage of automobiles.

8.8 Setback Lines. All buildings or other structures, permanent or temporary, habitable or

uninhabitable, must be constructed, placed, and maintained in conformity with setback lines shown on the recorded Plat or imposed by Collier County Regulations. Notwithstanding the foregoing, the ARC-M or ARC-N shall have the right and authority to approve non-statutory variances from the non-statutory setback requirements for reasonable cause or to alleviate a hardship.

8.9 Roof. No exposed roof surfaces on any principal and/or secondary structures shall be installed without the approval of the ARC-M or ARC-N. Notwithstanding the foregoing, there shall be no asphalt or shake style shingle roofs in the Neighborhood Association. The ARC-M or ARC-N shall have the authority to approve treatments and materials when in its determination such treatments and materials, in the form utilized, will not be a detriment to the quality of the Neighborhood.

8.10 Chimneys. All fireplace flues, smoke stacks, and spark arresters shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ARC-M or ARC-N.

8.11 Detached Buildings and Temporary Structures. Detached accessory buildings or any structure of a temporary character, including but not limited to, detached garages, storage buildings, trailers, tents, shacks, barns, motor homes, mobile homes, any prefabricated or relocated structure, and greenhouses, shall be prohibited from being used or kept on any Lots. Notwithstanding the foregoing, an Owner may place a dumpster or any trash receptacle that is used in construction activities on a Lot for a period of two (2) weeks. Thereafter, the dumpster or trash receptacle must be removed from the Lot and emptied. The Owner shall remove and empty the dumpster or trash receptacle every two (2) weeks until such time as the dumpster or trash receptacle is no longer needed on the Lot. Portable restrooms shall be allowed on a Lot during the construction period but must be placed in an area so as to cause minimal disturbance to neighbors and Association residents but must also provide accessibility for emptying.

8.12 Exterior Finish. All exterior walls of all Units, garages, and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling, or other material acceptable to the ARC-M or ARC-N. No unpainted concrete block surfaces shall be visible on any exterior wall. The first floor exterior walls of the main residence building constructed on any Lot shall be composed of at least 95% masonry or masonry veneer (including stucco), said percentage to apply to the aggregate area of all first floor exterior walls, excluding windows, doors, or other opening and gable ends. The minimum masonry requirement specified shall apply to the lower floor only for two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, and all other materials commonly referred to in the Collier County, Florida area as masonry.

8.13 Fences and Walls. No fence or wall shall be erected or maintained on any Lot except for Common Area walls, fences, or buffering or screening structures, landscaping or improvements erected by the Master Association or walls erected as part of the original architecture of a Unit to which they are appurtenant and in compliance with the plans and specifications therefor approved by the ARC-M or ARC-N. Notwithstanding the foregoing, an

Owner, with the prior written approval of the ARC-M or ARC-N, may construct cinder block walls parallel to his/her Lot lines as long as the wall is placed in the rear of his/her Unit and shall not exceed six (6) feet in height when measured from the surface of the lanai. Additionally, the cinder block wall shall be screened by hedges on the side facing other Lots. Also, swimming pools shall be enclosed in approved screened or fenced enclosures. Such a fence may be installed in lieu of a screen enclosure wherein the Owner shall have the right to erect permanent security fencing around the swimming pool in lieu of a screen enclosure [provided that such security fencing shall follow the same setback and horizontal dimensional criteria as required for a screened enclosure. Pool/fence enclosures are subject to additional criteria specified by the ARC-M or ARC-N and applicable County Building Codes. Lots without swimming pools may have screen enclosures or permanent fencing consistent with the aforementioned described for Lots with swimming pools.

8.14 Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise, or attracting sightseers. All holiday lights and decoration restrictions shall be as provided in the Neighborhood Association Rules and Regulations. The Neighborhood Association shall have the right, upon thirty (30) days prior written notice, to enter upon the exterior of any Lot and remove exterior lights or decorations displayed in violation of this provision. The Neighborhood Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence.

8.15 Exterior Lighting. Exterior lighting is subject to ARC-M or ARC-N approval with the restrictions as provided in the Architectural Guidelines.

8.16 Landscaping. Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Lawns must be properly maintained (not to exceed 6 inches in height). All areas of Lots not covered by structures, walkways or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the roadways edge of any abutting streets and to the waterline of any abutting lakes, rivers, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. The landscaping on Lots, including without limitation, the trees, shrubs, lawns, flowerbeds, walkways and ground elevations, shall be maintained by the Owner thereof in a well-groomed manner. Such grooming shall include but not be limited to regularly cutting, trimming, watering and fertilizing. Mulched areas must be regularly mulched. Pavers and/or walkways are permitted between Units subject to the approval of the ARC-M or ARC-N and agreement by the adjacent Owners.

8.17 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended or as required by Collier County Land Development Code, as amended from time

to time. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge or a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height as required by Collier County regulation to prevent obstructions of such sight lines. See the Association Rules and Regulations for current Collier County restrictions.

8.18 Parking. No vehicles, trailers, implements, or apparatus may be driven or parked in Master Common Areas not intended for vehicular access or any easement unless in use for maintaining such Master Common Areas.

8.19 Motor Vehicles and Boats. No maintenance or mechanical repairs of vehicles or boats is permitted on any driveway or yard adjacent to the street, except in an emergency. No boats, ATV's, swamp buggies, dune buggies, go karts, wave runners, jet skis, trailers, motor homes, travel trailers, campers, recreational vehicles, or commercial vehicles shall be parked anywhere on the Neighborhood Property outside of fully enclosed garages unless the vehicle is on the Neighborhood Property to provide services to an Owner or the Neighborhood Association. Motorcycles, mopeds and golf carts must be stored in an enclosed garage between 12:00 am and 6:00 am.

Notwithstanding the forgoing restrictions in this section, golf carts, motorcycles and mopeds may be parked in the unit's driveway during the day.

Said vehicles and accessories shall be in an operable condition. The ARC-M or the ARC-N shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon adverse determination by said ARC-M or ARC-N, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle, regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. The Neighborhood Association is authorized to tow or place a disabling "boot" on any vehicle violating this Section, the Rules and Regulations, a law or any other restriction contained in the Governing Documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle.

8.20 General.

(A) No towels, garments, rugs, etc., may be hung from windows or other parts of the Units.

(B) No underbrush (other than indigenous growth) or other unsightly growths shall be permitted to grow or remain upon any part of the Lots and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. Vacant Lots, if any, shall be cleaned, seeded and then maintained in a well-kept condition at all times.

(C) No aluminum foil, reflective film, or similar treatment shall be placed on windows or glass doors.

(D) Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and kept or screened from view from any street except when out for pick-up.

(E) No oil drilling, oil development operations, oil refinishing, quarrying, or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No tank for storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

(F) Mailboxes must be maintained in an area as determined by the US Postal Service. An Owner must replace a mailbox that has been damaged with the same type and color as the original. Approved mailbox specification shall be listed in the Neighborhood Association's Rules and Regulations.

(G) No Owner may erect or maintain solar energy collector panels or other solar energy devices or equipment upon any Lot without the prior written consent of the ARC-M or ARC-N. In approving the installation and location of any solar energy collector panels or other solar energy devices or equipment, the ARC-M or ARC-N shall comply with all applicable laws, whether county, state, or Federal. Solar Panels shall be installed in accordance with Florida Statue. 163.04 Energy devices based on renewable resources, as amended from time to time.

(H) No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, wells, cesspools, or septic tanks.

(I) Restrictions on exterior radio or television antenna, satellite dish, microwave antenna, or other antenna or device for sending or receiving television or radio signals of any kind shall require ARC-M or ARC-N approval with restrictions listed in the Neighborhood Association's Rules and Regulations. Cable or TV antennas shall be installed in accordance with the FCC RULES 47 C.F.R. Section 1.4000 and as amended from time to time. No antennas may be installed on the front of units or roof top area or roof ridgeline and no antenna tower may be erected on the roof top or the yard,

(J) Outdoor athletic and recreational facilities, such as tennis courts, pickleball courts, and other sport courts are prohibited on any lot. Children's playsets, playhouses, and swing sets require ARC-N or ARC-M approval and Collier County approval, if applicable. and must be installed in the rear of the Lot and shall not to exceed ten (10) feet in height. Temporary basketball goals are permitted on the Owner's driveway in accordance with the Neighborhood Rules and Regulations.

(K) Barbecue grills, smokers, portable wood-burning firepits, and propane-powered outdoor fire pit tables are allowed on the Lots. Permanent or fixed wood-burning fireplaces or devices installed on the Lots are prohibited. The Board reserves the right to prohibit any individual installation that becomes a nuisance. As of the recording of this amendment, any fixed or permanent wood-burning fireplaces already installed on the Lots shall be exempted from the prohibition.

(L) By acceptance of the deed to any Lot covered by this Neighborhood Declaration, the Owner covenants and agrees with the Owners of all other Lots within the subdivision, that no Owner or resident of any Lot shall engage in picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest, including without limitation, displaying signs or placards within public view, upon any Lot or within any Master Common Area, easement or street adjacent to any Lot, or affixed to any vehicle or apparatus upon or adjacent to any Lot. This prohibition shall not affect the right of any person to participate in any other form of public protest conducted outside the area depicted on the recorded Plats of Autumn Woods. No Owner or resident of any Lot shall engage in conduct that tends to vilify, ridicule, denigrate, or impugn the character of any other Owner or resident if such conduct occurs on any Lot, Master Common Area, easement or street depicted on any Plat of Autumn Woods.

9. INSURANCE. The Association shall keep in force at all times insurance to protect the Association and its members according to the following provisions:

9.1 Neighborhood Association: Required Insurance Coverage. The Neighborhood Association shall maintain adequate property insurance covering all all Neighborhood Association Property, except the Lots. The amounts of coverage shall be determined annually by the Board and the premium on any policy purchased by the Neighborhood Association shall be paid as a Neighborhood Common Expense. Such insurance carried by the Association shall afford at least the following provisions:

(A) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Neighborhood Board, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

(B) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Neighborhood Association business, in such limits of protection and with such coverage as may be determined by the Board.

(C) Directors and Officers Liability Coverage. The Neighborhood Association shall

maintain, at all times, Directors and Officers liability insurance coverage.

(D) **Fidelity Bond Coverage.** The Neighborhood Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Neighborhood Association. The insurance policy or fidelity bond must cover the maximum amount of funds that will be in the custody of the Neighborhood Association or its management agent at any one time. As used in this subsection, the term “persons who control or disburse funds of the Neighborhood Association” includes, but is not limited to, persons authorized to sign checks on behalf of the Neighborhood Association, and the President, Secretary, and Treasurer of the Neighborhood Association. The Neighborhood Association shall bear the cost of any insurance or bond.

9.2 Duty to Insure. Each Owner is responsible for insuring the real and personal property within his/her own Lot or Unit. Each Owner must recognize that he/she bears financial responsibility for any damage to his/her property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc.

9.3 Duty to Reconstruct. If any Unit or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within one hundred eighty (180) days from the date that such damage or destruction occurred, and to complete the repair or replacement within eighteen (18) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, or any subsequently approved improvements and shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the ARC-M or ARC-N or the Neighborhood Board. The Neighborhood Board may, based on its sole and exclusive discretion, extend the time periods for reconstructions contained herein. The Neighborhood Association will have a cause of action to compel repair and reconstruction. The prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

9.4 Failure to Reconstruct. If the Owner of any Lot or Unit fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.3 above, the Neighborhood Association shall give written notice to the Owner of his default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his/her obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Neighborhood Board, the Owner shall be deemed to have assigned to the Neighborhood Association any right he/she may have to insurance proceeds that may be available because of the damage or destruction of the improvement. The Neighborhood Association shall have the right to recover from the Owner any costs not paid by insurance and shall have a lien on the Lot or Unit to secure payment. The Association shall have the right to recover attorney's fees, charges and all other costs incurred enforcing compliance.

The neighborhood Board may at its sole discretion extend any deadline in this section. Time periods as outlined in section 9.3 and 9.4 shall be tolled while an Owner is in litigation with their insurance provider or other parties to recover money related to the damage.

9.5 Neighborhood Association Insurance: Duty and Authority to Obtain. The Neighborhood Board shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Neighborhood Declaration, Articles and Bylaws and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Neighborhood Association and the Owners without naming them, and their mortgagees, as their interests shall appear.

9.6 Description of Coverages. A detailed summary of the coverage included in the insurance policies outlined in section 9.5, and copies of the master policies, shall be available for inspection by Owners so their authorized representatives upon request.

9.7 Waiver of Subrogation. If available and where applicable, the Board shall endeavor to obtain insurance policies which provide the insurer waives its right to subrogation as to any claim against the Neighborhood Association Owners, or their respective servants, agents or Guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.8 Insurance Proceeds. All insurance policies purchased by the Neighborhood Association shall be for the benefit of the Neighborhood Association, and its Owners. All proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners

9.9 Distribution of Proceeds. Proceeds of insurance policies received by the Neighborhood Association shall be distributed to or for the benefit of the Owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Neighborhood Association. Any proceeds remaining after defraying cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being paid jointly to them.

9.10 Association as Agent. The Neighborhood Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Neighborhood Association for damage or loss to the Lots or Units.

9.11 Cooperation with Master Association. Notwithstanding any other condition of this Neighborhood Declaration to the contrary, the Neighborhood Board shall have the right to join the Master Association and any other Neighborhood Associations in a cooperative effort to obtain the insurance coverages specified in this Neighborhood Declaration and in the Master Declaration, and shall have the right to enter into agreements with insurers in coordination with such associations providing coverage to all such entities.

10. LEASING OF UNITS. The leasing restrictions herein apply to any type of occupancy for which consideration has been paid to the Owner, including, but not limited to, a license. The leasing of Units by their Owners shall be restricted as provided in this section. All leases of Units shall be in writing. An Owner may lease only his/her entire Unit, and then only in accordance with this Article, and subject to completing the Neighborhood Registration Process. If the Tenant is not a natural person, one natural person shall be designated as the Primary Occupant for the lease term. New Occupants added under an existing lease shall complete the Registration Process and shall be subject to this Article.

10.1 Procedures.

(A) Notice by the Owner. An Owner intending to Lease their Unit shall give to the Neighborhood Association or Property Manager written notice of such intention at least twenty

(20) days before the intended occupancy date, together with the name and address of the proposed Tenant, a copy of the executed lease contract or rental agreement and the completed Self-Disclosure Form. The Property Manager shall conduct a Background Check and collect such other information as the Board may reasonably require. Pursuant to the responses on the Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form and the results of the background check, the Board shall approve or deny the proposed lease within twenty (20) days of receipt of the written notice of intention to lease and all required information, including the background check. Upon written opinion of legal counsel, the Board may deny a lease for good cause wherein any tenant or proposed occupant answers "yes" to any of the questions in the Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form and as confirmed by a background check. The Board may also deny a lease for good cause wherein a tenant or proposed occupant answers "no" to any of the questions in the Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form if the background check confirms that the tenant or proposed occupant should have answered "yes" to such questions. In approving or denying the lease, the Association shall consider each tenant or proposed occupant on a case-by-case basis and shall take into account mitigating factors such as the recency of the event and the detrimental impact on the community based on verifiable data and information. The Association is not required to provide an alternate rental for any denial of lease for good cause.

(B) Register the Lease. All Owners must register any lease or rental agreement with the Neighborhood Association or its Property Manager.

(C) Acknowledgement of Rules and Regulation. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the Rules and Regulations promulgated by the Association shall apply to members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person Occupying any Unit under Lease from the Owner or by permission or invitation of the Owner or a Tenant (express or implied), and their licensees, invitees or Guests. Failure of any Owner to notify any person of the existence of the Rules and Regulations, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be responsible for any and

all violations by his Tenants, licensees, invitees or Guests and by the Guests, licensees and invitees of Tenants, at any time.

Owners who lease their unit hereby agree and acknowledge that they have provided said documents to their Tenants. The Tenant must sign for having received copies of the Bylaws, Declaration and Rules and Regulations of the Association.

(D) Owners Prohibited from Leasing. Owners who are delinquent in paying their Assessments, charges, interest, fees or fines are prohibited from leasing their Unit.

(E) The Fair Housing Act. The Neighborhood Board, Owners and Management Company shall comply with 42 U.S.C. 3601, otherwise known as the Fair Housing Act, and shall abide by all requirements with regard to the rental and sale of their unit.

(F) Grandfather Clause. Rental restrictions in this Declaration shall apply to Owners who acquire title to their Lot after the recording date of this Amended and Restated Declaration. Owners with title to their Lots prior to the recording date of this Declaration shall be grandfathered to the rental restrictions of the Declaration that existed when they acquired title to their Lots.

10.2 Term of Lease and Frequency of Leasing. No Unit may be leased more often than three (3) times in any twelve (12) month period based on the commencement of the lease, with the minimum lease term being thirty (30) days. No new lease shall begin until the original full term of the last lease has expired. No subletting or assignment of lease rights by the lessee is allowed.

10.3 Guest Occupancy During Lease Term. Guests, as defined in 1.10, may occupy a leased Unit when the Tenant is also in residence subject to 10.4. The total number of Guests and residents in a leased unit is limited to Collier County occupancy restrictions.

10.4 Occupancy in Absence of Tenant. If a Tenant absents themselves from the Unit for any period of time during the lease term, Family members who are already in residence may continue to occupy the Unit and may have Guests subject to all the restrictions in Sections 10.3 above. If the Tenant and all of the Family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

10.5 Regulation by Neighborhood Association. All of the provisions of the Governing Documents and the Rules and Regulations of the Neighborhood Association shall be applicable and enforceable against any person occupying a Unit as a Tenant or Guest to the same extent as against the Owner. A covenant on the part of each Occupant to abide by the Rules and Regulations of the Neighborhood Association and the provisions of the Governing Documents, designating the Neighborhood Association as the Owner's agent with the authority to terminate any lease agreement and evict the Tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically

expressed in such agreement or not.

10.6 Fees and Deposits for the Lease of Units. The Association may charge the Owner a preset fee for processing the registration, such fee to be determined annually by the Neighborhood Board. Only one fee may be charged for a married couple and minor children. No fee may be charged for a renewal or extension of a lease with the same Tenant.

10.7 Unregistered Leases. Any lease of a Unit not registered pursuant to this Article 10 shall be void and unenforceable unless subsequently registered with the Property Manager and approved by the Board of Directors.

11. TRANSFER OF OWNERSHIP OF LOTS.

11.1 Forms of Ownership.

(A) A Lot may be owned by one natural person.

(B) Co-Ownership. Co-ownership of Lots is permitted. If the co-Owners are to be other than a married couple, the Owners shall designate one (1) natural person among them, as "Primary Occupant". The use of the Lot by other persons shall be as if the Primary Occupant were the only actual Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Article 11. No more than one (1) such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional Ownership or vacation club. The trust, or corporation, partnership or other entity as the Owner shall designate not more than one (1) natural person to be the "Primary Occupant". The use of the Lot by other persons shall be as if the Primary Occupant were the only actual Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article 11. No more than two (2) such changes will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. If any Owner fails to designate a Primary Occupant when required to do so, the Neighborhood Board may make the initial designation for the Owner.

(E) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 11.2 below. In that event, the life tenant shall be the only Neighborhood Association Member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the

remainder interest shall complete the Registration Process. The life tenant shall be liable for all Assessments and charges against the Lot. Any consent or approval required of Neighborhood Association Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting rights under Section 11.1(B), above.

11.2 Transfers.

(A) Sale. An Owner may transfer a Lot or any ownership interest in a Lot by sale (including agreement for deed) unless the sale is denied by the Neighborhood Board of Directors pursuant to the information provided in the Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form and the results of a background check on the prospective Owner or any proposed occupants of the Unit. All prospective Owners shall complete the Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form, as amended from time to time, and provide such other information as the Board may reasonably require, including, but not limited to, a background check.

(B) Gift, Devise or Inheritance. An Owner who acquires their title by gift, devise or inheritance, shall complete the Registration Process in 11.3. No registration is required of any devisee, transferee, or heir who was the prior Owner's lawful spouse at the time of death and who previously completed the Registration Process. Any other devisee, transferee or heir shall complete the Registration Process.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall immediately inform the Neighborhood Board or the Property Manager and complete the Registration Process.

11.3 Registration Process.

(A) Notice to Association.

1. Sale. An Owner intending to sell his/her Lot or any interest therein shall give to the Neighborhood Association or Property Manager written notice of such intention at least twenty (30) days before the intended closing date, together with the name and address of the prospective Owner, a copy of the executed sales contract and the completed Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form. The Property Manager shall conduct a background check and collect such other information as the Board may reasonably require. Pursuant to the responses on the Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form and the results of the background check, the Board shall approve or deny the proposed purchase within twenty (20) days of receipt of the written notice of intention to sell and all required information, including the background check. Upon written opinion of legal counsel, the Board may deny a sale for good cause wherein any prospective Owner or proposed occupant answers "yes" to any of the questions in the Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form and as confirmed by a background check. The Board may also deny a sale for good cause wherein a prospective Owner

or proposed occupant answers “no” to any of the questions in the Prospective Owner/Tenant Criminal History Questionnaire and Self Disclosure Form if the background check confirms that the prospective Owner or proposed occupant should have answered “yes” to such questions. In approving or denying the sale/transfer, the Association shall consider each prospective Owner or proposed occupant on a case-by-case basis and shall take into account mitigating factors such as the recency of the event and the detrimental impact on the community based on verifiable data and information. The Association is not required to provide an alternate purchaser for any denial of sale for good cause.

2. Gift, Devise, Inheritance or Other Transfers. The transferee or donee must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee, devisee, heir, or donee shall complete the Registration Process in 11.3(A)(1) unless exempted pursuant to 11.2(B).

11.4 Unregistered Transfers. Any sale or transfer which did not undergo the Registration Process pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Neighborhood Board.

11.5 Fees and Deposits Related to the Sale of Lots. The Neighborhood Association may charge a preset fee for processing the registration, such fee to be determined annually by the Neighborhood Board.

12. AMENDMENTS; TERMINATION.

12.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for an initial period of thirty (30) years from the date of the original Declaration recorded on September 23, 1997. This Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Neighborhood Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year period, three-fourths (3/4ths) of all Voting Interests vote in favor of terminating this Declaration at the end of its then current term. Written notice of any meeting at which such a proposal will be considered shall be given at least sixty (60) days in advance of the meeting. If the Members vote to terminate the Declaration, the President and Secretary of the Neighborhood Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Neighborhood Association, and the total number of votes cast in favor of such resolution of termination so adopted. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

12.2 Amendments by Members. Amendments to this Declaration shall be proposed by a majority of the Board or upon petition of twenty percent (20%) of the Voting Interests, and shall be submitted to a vote of the Members not later than the next annual meeting. Except as otherwise provided herein or by law, this Declaration may be amended by the affirmative vote of at least sixty-seven percent (67%) of the Voting Interests present and voting, in person or by proxy, at a duly called meeting of the Members of the Association at which a quorum has been attained or by written consent of at least sixty-seven percent (67%) of the Members in lieu of a meeting. The quorum requirement is as stated in Section 3.4 of the Neighborhood Association Bylaws, as it may be amended from time to time. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Neighborhood Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

12.3 Amendments Affecting Surface Water Management System. Any proposed amendment to the Neighborhood Declaration which would affect the surface water management system shall be submitted to the South Florida Water Management District for a determination of whether the proposed amendment necessitates a modification of the applicable Surface Water Management permit.

13. ENFORCEMENT; GENERAL PROVISIONS.

13.1 Enforcement. Enforcement of these covenants, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Neighborhood Association, the Master Association, their successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot or Unit to enforce any lien created by these covenants. Failure of the Neighborhood Association or any Owner to enforce any covenants, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the Rules promulgated by the Neighborhood Association shall apply to Members and all persons to whom a member has delegated his/her right of use as well as to any other person occupying any Unit under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or Guests. Failure of any Owner to notify any person of the existence of the Rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Neighborhood Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his/her Tenants, licensees, invitees or Guests and by the Guests, licensees and invitees of his/her Tenants, at any time.

13.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents or Neighborhood Association

Rules, may be brought by any Owner, or the Association against:

- (A) the Association;
- (B) the Owner;
- (C) anyone who occupies or is a Tenant or Guest of a Lot; or

(D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

13.4 Attorney Fees. In any legal proceeding arising out of an alleged failure of a Guest, Tenant, Owner, officer, Director or the Neighborhood Association to comply with the requirements of the law, the Rules and Regulations, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

13.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under the law and the Governing Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

13.6 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Neighborhood 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 Owner appearing in the records of the Association, and to the address of the Member's Unit, and to all email addresses on file. 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.

13.7 Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court 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. Nothing contained in this Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no effect on the remaining provisions herein.

13.8 Interpretation; Disputes. Dispute resolution shall be administered pursuant to Florida Stat 720.311, as amended from time to time.

13.9 Not for Profit Status. Notwithstanding anything contained herein to the contrary, the Neighborhood Association will perform no act nor undertake any activity not consistent with its

not for profit status under applicable state or federal law.

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

13.11 Headings. The headings used in the governing documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

14. DISCLAIMER OF LIABILITY OF NEIGHBORHOOD ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE NEIGHBORHOOD ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE NEIGHBORHOOD ASSOCIATION (COLLECTIVELY, THE "NEIGHBORHOOD ASSOCIATION DOCUMENTS"), THE NEIGHBORHOOD ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE NEIGHBORHOOD PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

14.1 IT IS THE EXPRESS INTENT OF THE NEIGHBORHOOD ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE NEIGHBORHOOD ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE NEIGHBORHOOD PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE NEIGHBORHOOD PROPERTIES AND THE VALUE THEREOF;

14.2 THE NEIGHBORHOOD ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

14.3 ANY PROVISIONS OF THE NEIGHBORHOOD ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE NEIGHBORHOOD ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

14.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE NEIGHBORHOOD PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECT WITH ANY MATTER FOR WHICH THE LIABILITY OF THE NEIGHBORHOOD ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION 14.

14.5 AS USED IN THIS SECTION 14 "NEIGHBORHOOD ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE NEIGHBORHOOD ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS WHEN AUTHORIZED AND ACTING ON BEHALF OF THE ASSOCIATION.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
OAK HOLLOW AND MAHOGANY RUN NEIGHBORHOOD ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation of Oak Hollow and Mahogany Run Neighborhood Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on April 10, 1997, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Chapter 617, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Oak Hollow and Mahogany Run Neighborhood Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation is Oak Hollow and Mahogany Run Neighborhood Association, Inc., sometimes hereinafter referred to as the "Neighborhood Association".

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation presently is c/o Southwest Property Management, 1044 Castello Dr, Naples, FL 34103, or as otherwise listed with the Florida Department of State Division of Corporations.

ARTICLE III

PURPOSE AND POWERS: This Neighborhood Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers, or Directors. It is a not for profit corporation formed for the purpose of operating a corporate residential community homeowners' association which, subject to a Declaration of Covenants recorded in O.R. Book 2348 Page 3257, et seq., and as amended and restated, of the Public Records of Collier County, Florida. The Neighborhood Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, Assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the Neighborhood.

Association.

(B) to make, amend and enforce reasonable rules and regulations governing the operation of the Neighborhood Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws, and the reasonable rules of the Neighborhood Association;

(D) to employ management, accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Neighborhood Association

(E) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by four (4) out of the five (5) Board members at a duly noticed Board meeting;

(F) to 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 Neighborhood Association;

(G) to exercise any and all powers, rights, and privileges which a corporation organized under the Governing Documents and Chapters 617 and 720 of Florida Statutes, as amended from time to time;

All funds and the title to all property acquired by the Neighborhood Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Neighborhood Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Neighborhood Association shall be perpetual. The Neighborhood Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total Voting Interests of the Neighborhood Association. Upon dissolution of the Neighborhood Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Neighborhood Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed, and assigned to any not for profit corporation, Neighborhood Association, trust, or other organization which is devoted to purposes similar to those of this Neighborhood Association.

ARTICLE VI

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

ARTICLE VII

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board of Directors or upon a petition of twenty-five percent (25%) of the Voting Interests and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles of Incorporation may be amended if the proposed amendment is approved by the affirmative vote of at least sixty-seven percent (67%) of the voting interests who are present and voting, in person or by proxy, at a duly called meeting of the members of the Neighborhood Association at which a quorum has been attained. The quorum requirement is as stated in Section 3.4 of the Neighborhood Association Bylaws, as it may be amended from time to time.
- (C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

- (A) The affairs of the Neighborhood Association will be administered by a Board of Directors consisting of five (5) Directors. Directors are required to meet all qualifications imposed by the Bylaws.
- (B) Directors of the Neighborhood Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled pursuant to Chapter 720.303(10), Florida Statutes, as may be amended from time to time.
- (C) The business of the Neighborhood Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Neighborhood Association and shall serve at the pleasure of the Board.

ARTICLE IX

INDEMNIFICATION:

(A) Indemnity. The Neighborhood Association shall indemnify any officer, Director, or committee member (hereinafter the “Indemnified Parties”) who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, officer, or committee member of the Neighborhood Association, against expenses (including attorney’s fees and appellate attorney’s fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Neighborhood Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied.

The Association may recover all expenses of any nature incurred in any way connected with any action that a court of competent jurisdiction ultimately determines that indemnification should be denied. Indemnified Parties shall immediately inform the Board of any know nor threatened legal action. Indemnified Parties shall not discuss, settle, or otherwise negotiate settlement of known or threatened legal action with outside parties. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Neighborhood Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(B) Defense. To the extent that a Director, officer, or committee member of the Neighborhood Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney’s fees and appellate attorney’s fees) actually and reasonably incurred by him or her in connection therewith.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Neighborhood Association in advance of the final disposition of such action, suit, or proceeding on behalf of the affected Director, officer, or committee member. The Director, officer or committee member shall repay such amount if it shall be determined that said Director, officer or committee member is not entitled to be indemnified by the Neighborhood Association as authorized by this Article IX.

(D) Miscellaneous. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any

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Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Neighborhood Association shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Neighborhood Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Neighborhood Association would have the power to indemnify him or her against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment. No amendment of this Article IX shall be retroactive.

NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS.
FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS.

**AMENDED AND RESTATED BYLAWS OF
OAK HOLLOW AND MAHOGANY RUN NEIGHBORHOOD ASSOCIATION,
INC.**

1. **GENERAL.** These are Bylaws of Oak Hollow and Mahogany Run Neighborhood Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on April 10, 1997, hereinafter the "Neighborhood Association." The corporation is organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Neighborhood Association is c/o Southwest Property Management, 1044 Castello Dr, Naples, FL 34103 or as otherwise listed with the Florida Department of State Division of Corporations, unless changed by the Board of Directors.

1.2 **Seal.** The seal of the Neighborhood Association shall be inscribed with the name of the Neighborhood Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The terms defined in the Articles of Incorporation of the Neighborhood Association ("Articles") as well as in the Declaration of Covenants, Conditions and Restrictions for Oak Hollow and Mahogany Run ("Declaration") are incorporated herein by reference.

1.4 **Official Records.** The books and records of the Neighborhood Association shall be maintained at the management agent's office and, subject to the limitations imposed by law, shall be open to inspection and available for copying by the Owners, or their authorized agents, at reasonable times and places within ten (10) business days after the receipt of a written or electronic request for access. Such parties may make or obtain copies of those records as provided by applicable law.

2. **MEMBERS.** The Members of the Neighborhood Association are the record Owners of legal title to the Lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Lot solely for purposes of determining use rights.

2.1 **Change of Membership.** A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal

title to the Lot in the Member.

(B) Delivery to the Neighborhood Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a Primary Occupant, which is required when title to a Lot is held in the name of two (2) or more persons who are not a married couple, or by a trustee or a corporation or other entity which is not a natural person. If no Primary Occupant has been designated when required, the Neighborhood Board of Directors may make the initial designation for the Owner.

(D) A change of membership in the Neighborhood Association shall be established by the new Member's membership becoming effective as provided herein. At that time, the membership of the prior owner(s) shall be terminated automatically.

2.2 Neighborhoods. The Master Property described in the Master Declaration of Covenants, Conditions and Restrictions for Autumn Woods ("Master Declaration"), as it may be amended from time to time, has been designated as separate Neighborhoods for the purposes of the Master Association. Each Lot or Unit subject to the Master Declaration is situated within a Neighborhood. Oak Hollow and Mahogany Run is a Neighborhood as defined in the Master Declaration, and Oak Hollow and Mahogany Run Neighborhood Association, Inc. is a Neighborhood Association. The Lots within Oak Hollow and Mahogany Run are subject to the Declaration. The Owner of each Lot will be a Member of this Neighborhood Association as well as a Member of the Master Association.

2.3 Voting Rights. The Neighborhood Association shall exercise the voting rights established on behalf of all Members whose Lots are within the jurisdiction of this Neighborhood. On all matters requiring the votes of Members as may be described in the Declaration, or in the Articles of Incorporation, or Bylaws, such votes shall be conducted by the Neighborhood Association.

2.4 Voting Interests. The Members of the Neighborhood Association are entitled to one (1) vote for each Lot owned by them. The total number of possible votes (the Voting Interests) of the Neighborhood Association is the total number of Lots which is three hundred fifty (350). The vote of a Lot is not divisible. The right to vote may be suspended for non-payment of any monetary amounts that are delinquent, as defined in 6.4 herein, in excess of ninety (90) days. If a Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two (2) or more natural persons, that residential Lot's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Lot do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose. If the Owner of a Lot is other than a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant. If the Member fails to designate a Primary Occupant, then the Neighborhood Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners(s). Upon such notification, no affected Owner may vote until the Owner(s) designate the Primary Occupant pursuant to this Section 2.4. All votes must be cast by an Owner or Primary Occupant.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of a Lot Owner is required upon any matter, whether or not the subject of a Neighborhood Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Lot at a Neighborhood Association meeting, as stated in Section 2.4 above, unless the joinder of all record Owners is specifically required.

2.6 Termination of Membership. The termination of membership in the Neighborhood Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Neighborhood Association during the period of his membership, nor does it impair any rights or remedies the Neighborhood Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members held in Collier County, Florida, at a time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President, or in his or her absence, the Vice-President, or by any two of the Directors, and may also be called by Members representing at least ten percent (10%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice Meetings; Waiver of Notice. Notices of all Members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each Member at the Member's address as it appears on the books of the Neighborhood Association, or may be furnished by personal delivery, or electronic transmission. The Members are responsible for providing the Neighborhood Association with any change of address. The notice must be mailed, electronically transmitted, or hand delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a residential Lot is transferred after notice has been mailed or transmitted, no separate notice to the new Owner is required. Attendance at any meeting by a Member constitutes waiver of notice by that Member, unless the Member objects to the lack of notice at the beginning of the meeting. A Member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. Unless otherwise provided, a quorum at Members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least twenty percent (20%) of the votes of the total Voting Interests.

3.5 Vote Required. The acts approved by a majority of the votes cast by the Voting Interests at a meeting of the Members at which a quorum has been attained shall be binding upon all Lot Owners for all purposes, except where a different number of votes is expressly required by law

or by any provision of the Governing Documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the Owner executing it. To be valid, a proxy must be in writing, dated, signed by the Owner or the person authorized to cast the vote for the Lot, specify the date, time and place of the meeting for which it is given, and the original or a copy must be delivered to the Property Manager by the appointed time of the meeting. If the Association does not employ a Property Manager, such proxies shall be delivered to the Secretary. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be Members.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of this section, Chapter 720.306(8) Florida Statutes, as it may be amended from time to time, shall prevail over the provisions of these Bylaws.

3.7 Voting Process and Procedures of the Neighborhood Association

(A) All ballots and proxies in membership votes and elections shall be returned in person or by US Mail to the Association Property Manager. All such ballots and proxies must be received prior to the meeting deadline.

(B) The Board shall designate a Parliamentarian prior to any meeting or election requiring votes of the Members.

(C) The Property Manager will log and validate all ballots and proxies received and transport all such documents to the election meeting. The Property Manager shall provide sufficient voting materials at the meeting to support voting in person prior to the commencement of the meeting.

(D) The Property Manager and the Parliamentarian shall oversee the opening, counting, and recording of all secret ballot envelopes pursuant to 720.306 Florida Statute as amended from time to time. All volunteers opening, counting and recording ballots shall be Neighborhood Association members who are current on payment of their Assessments.

(E) Current Board Members, and their family members, and Candidates, and their family members, are prohibited from counting ballots.

(F) No ballots shall be cast after the deadline.

(G) All ballot envelopes shall be opened and ballots counted in an “open room” setting. Association members, other than current Board members and candidates may observe without interference. No envelopes may be opened prior to the commencement of the meeting.

(H) For votes involving Master Board elections, the Property Manager and the Parliamentarian shall tally the votes and the Neighborhood Representative shall report the results to the Master Association and the total number of votes shall be cast accordingly.

For all Neighborhood Association votes, the Property Manager and the Parliamentarian shall tally the votes and report the results to the Association President who shall immediately announce such results including the vote tally. The results and vote tally shall become a permanent record of the Association by inclusion in the Meeting Minutes.

(I) Members shall not have the right to cast votes directly with the Master Association.

3.8 Participation at Meetings By Remote Communication. Unless prohibited by Chapter 720, Florida Statute as amended from time to time, the Board of Directors as provided in Section 617.0721 F.S., hereby authorize Members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(A) Participate in the meeting.

(B) Be deemed to be present in person and vote at the meeting if:

1. The Neighborhood Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or proxy holder; and

2. The Neighborhood Association implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

3. The Association shall take all reasonable efforts to make all meetings, of any nature, available by remote communications.

3.9 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present.

3.10 Participation By Members. Subject to the following Members shall have the right to speak at the meetings of the Members and Board meetings with reference to all designated agenda items. A Member does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit a Member to speak on such items in its discretion. Every Member who desires to speak may do so, provided that the Members has filed a written request with the Secretary of the Association prior to the scheduled time for commencement of the meeting. The Secretary shall provide a sign-up sheet at all meetings. Completing such sheets shall satisfy the requirement of filing a written request with the Secretary as described herein. If a Member files a written request, such Member may speak but shall be limited to a maximum of three (3) minutes per agenda item. Notwithstanding the provisions herein, a Member shall be afforded an opportunity prior to adjournment to speak on any topic, whether included as an agenda item or not.

Any Member may record or video record a meeting.

3.11 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- (A) Call to Order
- (B) Call of the roll or determination of quorum
- (C) Proof of notice of meeting
- (D) Reading or disposal of minutes of last Members' meeting
- (E) Reports of Officers
- (F) Reports of Committees
- (G) Election of Directors (annual meeting only)
- (H) Unfinished Business
- (I) New Business/Owner Comments
- (J) Adjournment

3.12 Minutes. Minutes of all meetings of the Members and of the Board of Directors shall be kept in a businesslike manner, available for inspection by Members or their authorized representatives at all reasonable times. Minutes must be reduced to written and electronic form within thirty (30) days after the meeting. Electronic files shall be readily accessible through either the Association or the Property Management Company's website. Minutes must be in

accordance with the requirements of Chapter 720, F.S.

3.13 Parliamentary Rules. Roberts' Rules of Order Newly Revised (Latest Edition) shall guide the conduct of the Neighborhood Association meetings when not in conflict with the law, with the Declaration, or with the Articles or Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Neighborhood Association shall be by a Board of Directors. All powers and duties granted to the Neighborhood Association by the Governing Documents or Chapters 720 or 617 of the Florida Statutes, as amended from time to time, shall be exercised by the Board, subject to approval or consent of the residential owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be five (5). A Director's term will end at the annual election at which his successor is to be duly elected, unless he/she sooner resigns or is recalled as provided for in Section 4.5 below. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

4.2 Qualifications. Each Director must be an Owner or Primary Occupant or the spouse of an Owner or Primary Occupant. In the case of a Lot owned by a corporation or company, if no Primary Occupant has been designated, any officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, if no Primary Occupant has been designated, any partner is eligible to be a Director. If a Lot is held in trust, if no Primary Occupant has been designated, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible to be elected to the Board of Directors. No more than one (1) Director may serve on the Board for any Lot or Unit at any one time, regardless of number of eligible persons. A person who is delinquent, as defined in 6.4 herein, in the payment of any fee, fine, or other monetary obligation to the Neighborhood Association as of the closing of nominations is not eligible for board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the Board. Any person who has been convicted of a felony or an offense in another jurisdiction which would be considered a felony if committed in Florida but has had his/her civil rights restored for at least five (5) years shall provide documentation of the date on which his/her civil rights were restored. The validity of an action by the Board is not affected if it is later determined that the Director was not eligible for election to the Board of Directors.

4.3 Nominations, Elections, and Notice for Election of Directors. At each annual meeting, the Members shall elect as many Directors as there are regular terms of Directors expiring. Directors shall be elected by written secret ballot. Written ballots may be submitted by mail or in person, or otherwise delivered to the Association's Property Manager prior to the annual

Member's meeting, or in person prior to commencement of such meeting. If the Neighborhood Association does not employ a Property Manager, such ballots shall be returned to the Secretary. Not less than sixty (60) days before a scheduled election, the Neighborhood Association shall mail or deliver, whether by separate mailing or included in another mailing or delivery including regularly published newsletters, to each Member a first notice of the date of the election. Any Member desiring to be a candidate for the Board must give written notice to the Neighborhood Association not less than forty (40) days before a scheduled election. Upon the request of any such candidate, the Neighborhood Association shall include an information sheet, no larger than 8 ½ by 11 inches, one-sided, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and delivery and copying to be borne by the Neighborhood Association. The Neighborhood Association is not liable for the contents of the information sheets prepared by the candidates. The information sheets shall be single sided and the information sheet of one candidate may not be printed on the back of an information sheet of another candidate. Not less than fourteen (14) days before the annual meeting, the Neighborhood Association shall mail or deliver to all Members a written notice and agenda for the annual meeting together with a second notice of the election and ballot which shall list all candidates who previously gave notice of their candidacy in the manner stated. Directors shall be elected by a plurality of the votes cast. At such election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the greatest number of votes shall be elected, except that a tie vote shall be broken by drawing of lots. Cumulative voting is not permitted.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Neighborhood Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor shall be appointed by the Board at a meeting of the Board of Directors of the Neighborhood Association. The successor so appointed shall fill the term of the Director being replaced. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors at a special Member's meeting.

4.5 Recall of Directors. Any Director may be recalled, with or without cause, pursuant to Chapter 720.303(10), as may be amended from time to time. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the meeting. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If recall is effected by written agreement, the vacancy or vacancies shall be filled as provided by Florida law. If recall is effected at a meeting, any vacancies created thereby shall be filled by the Members at the same meeting. Any Director who is recalled is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Neighborhood Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is recalled does not relinquish their office or turn over records as required, the circuit court in the county where the Neighborhood Association has its principal office may order the Director to relinquish their office and turn over corporate records upon application of any Member. In

any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected. The organizational meeting may be held immediately after the adjournment of the annual Neighborhood Association meeting.

4.7 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President, or in his or her absence, a Vice-President, or any two Directors at any time. It shall be the duty of the Directors, the President, or a Vice-President, to call such a meeting whenever so requested by the Neighborhood Association Members constituting at least twenty percent (20%) of the total Voting Interests. Notice of meetings shall be given to each Director by the Secretary at least forty-eight (48) hours prior to the time fixed for the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to Members except for meetings regarding personnel discussions and meetings between the Board and its attorney with respect to proposed or pending litigation where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which the Rules and Regulations regarding Lot use or Special Assessments are to be considered shall specifically contain a statement that the Rules and Regulations regarding Lot use or Special Assessments will be considered and the nature of the Rules and Regulations proposed or Special Assessment and shall be mailed, delivered or electronically transmitted and posted at least fourteen (14) days in advance. Such meetings shall be deemed Special Board Meetings and shall be limited specifically to the purpose for which the meeting was called.

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

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by remote communications whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he or she voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of

each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

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

4.14 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers, that are members, shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Neighborhood Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of Neighborhood Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific parcel of residential property owned by a Member of the community are required to hold meetings that are open to Members and notice and hold their meetings with the same formalities as required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified parcel of residential property owned by a Member of the community may not vote by proxy or secret ballot. Members of a committee appointed by the Board of Directors may only be removed by the Board of Directors.

4.16 Emergency Powers. The Board of Directors may exercise the emergency powers authorized by Sections 617.0207, 617.0303, and 720.316 Florida Statutes, as amended from time to time hereafter.

4.17 Fiduciary Duty. Each member of the Board of Directors and each officer of the Neighborhood Association have a fiduciary relationship with the Members of the Neighborhood Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the Neighborhood Association and its Members. It requires each member of the Board to act in good faith and in a manner he or she believes to be in the best interests of the Members of the Neighborhood Association. It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority.

Directors and officers of the Neighborhood Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Neighborhood Association. The fact that the Neighborhood Association is a corporation not for profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires. When confronted with an issue involving special expertise such as a question of law, building or construction matters, insurance or accounting questions, or other similar issues, the law also contemplates that the Board of Directors or an officer will seek the appropriate advice of a professional considered competent in the field and rely upon that advice provided.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Neighborhood Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board of Directors. Any officer may be removed with or without cause at any meeting by vote of a majority of the Directors. Any officer so removed shall return all books, records and property of the Neighborhood Association to the Neighborhood Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Neighborhood Association. If the Board so determines, there may be more than one (1) Vice-President, assistant Secretaries or assistant Treasurers and such other Officers and agents as may be deemed necessary.

5.2 President. The President shall be the chief executive officer of the Neighborhood Association; shall preside at all meetings of the Members and Directors; shall be *ex-officio* a member of all standing committees; shall have general and active management of the business of the Neighborhood Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Neighborhood Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Neighborhood Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the Members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Neighborhood Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be

performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Neighborhood Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Neighborhood Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Neighborhood Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of Neighborhood Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Neighborhood Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any Member for services as an officer of the Neighborhood Association. This provision does not preclude the Board of Directors from employing those officers who are not Directors as employees of the Neighborhood Association but only in compliance with all conflict of interest laws.

6. FISCAL MATTERS. The provisions for fiscal management of the Neighborhood Association set forth in the Declaration shall be supplemented by the following provisions.

6.1 Depository. The Neighborhood Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The foregoing notwithstanding, the Board may invest Neighborhood Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2 Accounts of the Neighborhood Association. The Neighborhood Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Lot. Such accounts shall designate the name and mailing address of each Lot, the amount and due date of each Assessment or charge against the Lot, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare and the Board of Directors shall adopt a budget of Neighborhood Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Neighborhood Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member at least fifteen (15) days prior to the beginning of each fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

Notwithstanding the foregoing, the Board shall not adopt a budget with an increase in excess of ten percent (10%) from the previous fiscal year, including any reserves, without first obtaining the approval of a majority (50% + 1) of the Voting Interests present and voting, in person or by proxy, at a duly called meeting of the Members of the Neighborhood Association at which a quorum has been attained.

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more reserve accounts for contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments; Installments. The regular annual Assessment based on an adopted budget shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of the annual Assessment shall be sent to the Owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new annual Assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Unit's next due quarterly installment. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee in the highest amount allowed by law.

6.6 Special Assessments. Special Assessments may be levied by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration, Section 4.5 – Special Assessments, and these Bylaws. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which a Special Assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the Owners must contain a statement of the purpose(s) of the Assessment.

6.7 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board of Directors, but in no event be less than the maximum funds that will be in custody of the Neighborhood Association or its management agent at any one time. The premiums on such bonds are a Neighborhood Association Expense.

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in Section 720.303, Florida Statutes. The Neighborhood Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

6.9 Audits. A formal, certified audit of the accounts of the Neighborhood Association, if required by law, by vote of a majority of the Voting Interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all Members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Neighborhood Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. Regardless of any restrictive endorsement all payments on account by a Lot Owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to regular or special Assessments.

6.11 Fiscal Year. The fiscal year for the Neighborhood Association shall begin on the first day of January of each calendar year and end on December 31 of that same calendar year.

7. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the use,

maintenance, management and control of the Lots specifically in relation to ARC Standards, and the operation of the Neighborhood Association.

8. **COMPLIANCE AND DEFAULT; REMEDIES.** The Neighborhood Association hereby adopts all the rights, remedies, policies, and procedures adopted by the Master Association in Section 8 of the Master Bylaws.

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

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board of Directors or upon petition of twenty-five percent (25%) of the Voting Interests, and shall be submitted to a vote of the Members not later than the next annual meeting.

9.2 Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by the affirmative vote of at least sixty-seven percent (67%) of the Voting Interests present and voting, in person or by proxy, at a duly called meeting of the Members of the Neighborhood Association at which a quorum has been attained. The quorum requirement is as stated in Section 3.4 of these Bylaws, as it may be amended from time to time.

9.3 Effective Date: An amendment shall become effective upon the recording of a copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. MISCELLANEOUS.

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

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants, Conditions, Restrictions and Easements, or the Neighborhood Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit, or describe the scope of these Bylaws or the intent of any provisions hereof.