

Prepared by and Return to:  
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Naples, Florida 34109

**CERTIFICATE OF RECORDING**

**SECOND AMENDED AND RESTATED DECLARATION OF  
RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR  
PARK PLACE WEST**

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
PARK PLACE WEST ASSOCIATION, INC.**

**SECOND AMENDED AND RESTATED BYLAWS  
OF  
PARK PLACE WEST ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING to the Second Amended and Restated Declaration of Restrictions and Protective Covenants for Park Place West, the Second Amended and Restated Articles of Incorporation of Park Place West Association, Inc., and the Second Amended and Restated Bylaws of Park Place West Association, Inc. is made and executed this 10<sup>th</sup> day of November, 2021, by Park Place West Association, Inc., a Florida not-for-profit corporation (the "Association").

WHEREAS, the original Declaration of Restrictions and Protective Covenants for Park Place West, Articles of Incorporation of Park Place West Association, Inc., and Bylaws of Park Place West Association, Inc. were recorded at O.R. Book 1539, Page 2339 *et seq.*, in the Public Records of Collier County, Florida, and were hereby amended and restated in their entirety in the Amended and Restated Declaration of Restrictions and Protective Covenants for Park Place West, Amended and Restated Articles of Incorporation of Park Place West Association, Inc., and Amended and Restated Bylaws of Park Place West Association, Inc., recorded at O.R. Book 3016, Page 0513 *et seq.*, in the Public Records of Collier County, Florida (hereafter referred to as the "Governing Documents"); and

WHEREAS, the Association desires to again amend and restate the Governing Documents;  
and

WHEREAS, the Association hereby certifies that a quorum of the voting interests of the entire membership of the Association were present in person or by proxy at the special meeting of the members on November 2, 2021, and the Second Amended and Restated Declaration of

Restrictions and Protective Covenants for Park Place West was approved by a proper percentage of the Association's voting interests, the Second Amended and Restated Article of Incorporation of Park Place West Association, Inc. were approved by a proper percentage of the Association's voting interests, and the Second Amended and Restated Bylaws of Park Place West Association, Inc. were approved by a proper percentage of the Association's voting interests.

## WITNESSES (TWO):

[Signature]  
Signature

Brittany Conner  
Printed Name

[Signature]  
Signature

DONALD S. BOYD  
Printed Name

PARK PLACE WEST  
ASSOCIATION, INC.

[Signature]  
By: Ellen Candeloro  
Title: President

Date: 11/16/21

STATE OF Florida  
COUNTY OF Collier

BEFORE ME, the undersigned authority, appeared Ellen Candeloro, President of PARK PLACE WEST ASSOCIATION, INC., personally known to me or provided FL Drivers License # [REDACTED] identification, and who acknowledged before me that being duly authorized and executed the foregoing Certificate of Amendment as the authorized agents for said corporation and that the same is the free act and deed of said corporation, and who did take an oath.

SWORN TO AND SUBSCRIBED before me this 16<sup>th</sup> day of November, 2021.



[Signature]  
Notary Public  
Brittany Tollett

(Printed Name of Notary)

My Commission Expires:

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

**SECOND AMENDED AND RESTATED DECLARATION  
OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR  
PARK PLACE WEST**

**KNOW ALL MEN BY THESE PRESENTS** that on June 26, 1990, the original Declaration of Restrictions and Protective Covenants for Park Place West was recorded in Official Record Book 1539, at Page 2338 *et seq.*, of the Public Records of Collier County, Florida and that on April 10, 2002, the Amended and Restated Declaration of Restrictions and Protective Covenants for Park Place West was recorded in Official Record Book 3016, at Page 0513 *et seq.*, of the Public Records of Collier County, Florida. That Amended and Restated Declaration, as it has previously been amended from time to time, is hereby further amended and is restated in its entirety.

The land subject to this Declaration (hereinafter "Park Place West" or the "Property") is legally described in Exhibit "A" to the original Declaration. That Exhibit is hereby incorporated by reference. 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 Parcel or Unit or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Parcel or Unit in 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.

**ARTICLE I**  
**DEFINITIONS**

1.1 "Act" shall mean and refer to Chapter 720, Florida Statutes, also known as The Florida Homeowners' Association Act, as the same is amended from time to time.

1.2 "Articles" and "Bylaws" as used herein, shall mean and refer to the Second Amended and Restated Articles of Incorporation and Second Amended and Restated Bylaws of Park Place West Association, Inc., attached hereto and as amended from time to time.

1.3 "Association" means Park Place West Association, Inc., a Florida corporation not for profit, which is responsible for the maintenance and operation of the common areas and amenities at Park Place West.

1.4 "Association Property" shall mean and refer to all supplies, furniture, equipment and any other personal property owned by the Association for the purpose of carrying out the duties of the Association, the Board, the officers, or other agents acting on behalf of the Board or Association.

1.5 "Assessments" shall mean and refer to the Regular Assessments, Special Assessments, and/or Specific Assessments, and the share of funds required for the payment of common expenses which from time to time are assessed against a unit.

1.6 "Board of Directors" or "Board" shall mean and refer to the representative body that is responsible for the administration of the Association.

1.7 "Common Areas" means all property subject to this Declaration not included within the Lots. The Common Areas are set forth and described on the Park Place West Plat as recorded at Plat Book 17, Pages 32 and 33 of the Public Records of Collier County, and any amendments thereto.

1.8 "Common Expenses" means the expenses incurred by the Association in the course of performing its duties under the governing documents and the law. Common Expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by the governing documents to be Common Expenses, and any other valid expenses or debts of the common property as a whole or the Association which are assessed against the Unit Owners.

1.9 "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues over the Common Expenses.

1.10 "Declaration of Covenants" shall mean and refer to this Second Amended and Restated Declaration, as amended from time to time.

1.11 "Family" or "Single Family" shall refer to one (1) natural person or two or more natural persons who commonly reside together as a single housekeeping unit each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.12 "Governing Documents" shall mean and refer to this Second Amended and Restated Declaration, the Second Amended and Restated Articles of Incorporation, the Second Amended and Restated Bylaws and Rules and Regulations of the Association. The term also includes the master documents described in Section 2 below.

1.13 "Guest" means any person or persons who is not: a) the unit owner or a lessee; b) a member of the Owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the Owner; c) other legally permitted occupant, without the payment of consideration; d) any member of the Owner's or lessee's family not permanently residing in the Unit with the Owner or lessee; or e) any person having a principal residence other than the Unit.

1.14 "Institutional Mortgagee" shall mean and refer to the holder of a first mortgage against a Parcel, Villa or Unit, which holder is a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of



America, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.15 "Lease" means the grant by an Owner of a temporary right or use of the Owner's Parcel, Villa or Unit for valuable consideration.

1.16 "Lot" or "Parcel" means a parcel of land located within the real property described on Exhibit "A" upon which a duplex or detached villas residence has been permanently placed and affixed and which fee simple title to the parcel has been conveyed to the Owner of the residence. No lot or parcel may be subdivided or joined together without the consent of the Association. The lots are depicted on the Park Place West Plat as recorded at Plat Book 17, Pages 32 and 33 of the Public Records of Collier County, and any amendments thereto.

1.17 "Member" shall mean and refer to all persons who are members of the Park Place West Association as set forth herein.

1.18 "Neighborhood" or "Property" means the lands and all real property subject to this Declaration and more particularly described in Exhibit "A" to the original Declaration, comprising 20.3 acres, more or less.

1.19 "Occupy", which used in connection with a Unit, means the act of staying overnight in a Unit. "Occupant" is a person who occupies a Unit.

1.20 "Owner" or "Unit Owner" shall mean and refer to the legal record owners, whether one or more persons or entities, of the fee simple title to any Parcel situated upon the Property, but shall not mean or refer to any mortgagee, holder of a deed of trust, or person or entity who holds an interest only as security for the performance of an obligation unless and until any such mortgagee, person or entity has acquired legal title to the Parcel pursuant to foreclosure or any proceeding in lieu of foreclosure. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Parcel solely for purposes of determining use rights and shall remain subject to all rules, restrictions and covenants applicable to such Parcel but shall not be entitled voting or other Membership rights which shall remain unto the record owner of legal title.

1.21 "Plat" means the Plat of the Neighborhood as recorded at Plat Book 17, Pages 32 and 33 of the Public Records of Collier County and any amendments thereto.

1.22 "Primary Occupant" shall mean either the individual Owner(s) of record who is a natural person(s), or: a) an officer, director, stockholder or employee of an approved corporate Owner of record; b) a partner in or employee of an Owner that is a partnership; c) a fiduciary or beneficiary of an ownership in trust; or d) Occupants named or described in a lease, if approved in accordance with this Declaration..

1.23 "PUD" means the Planned Unit Development Document enacted by Ordinance No. 82-80, passed by the Collier County Board of Commissioners on September 12, 1982, and filed in the office of the Florida Secretary of State on September 21, 1982, same being empowering

legislation by which the zoning classification was set for Imperial West, a Planned Unit Development, as amended from time to time.

1.24 “Tenant” or “Tenants” means and refers to one who leases or rents from an Owner and who occupies or otherwise holds temporary possession of a Parcel, Unit or Villa.

1.25 “Villa” means one or more of the sixty (60) detached or attached residential villas within Park Place West subject to private ownership, as shown on the Plat.

1.26 “Voting Interests” means the voting rights distributed to the Association members pursuant to the Bylaws.

## **ARTICLE II**

### **PROPERTY SUBJECT TO DECLARATION**

2.1 Park Place West. The real property subject to this Declaration is the real property described in Exhibit “A”, together with any and all other real property which may be subjected in the future to the conditions of this Declaration.

2.2 Imperial West. The Park Place West Neighborhood is located on land lying within the PUD known as Imperial West.

2.3 Imperial Golf Estates. Imperial West is located within the Imperial Golf Estates Project. The roads within Imperial Golf Estates are private and security is provided by an existing gate house. All of the communities and the Golf Club rely upon Imperial Golf Course Boulevard for ingress and egress. That private road is owned and maintained and a gate house providing access is staffed and maintained by the Greater Imperial Board, a Florida not-for-profit corporation, pursuant to an Agreement between the Greater Imperial Board, all of the respective communities and the Golf Club dated May 6, 2008, and recorded in Official Record Book 4432, Page 1039 et. seq., of the Public Records of Collier County. Notwithstanding any provisions to the contrary in this Declaration, or the Articles of Incorporation and Bylaws of this Association, Park Place West Association, Inc. shall be subject to and shall abide by all of the provisions of said Agreement. That Agreement is hereby incorporated by reference and made a part of this Declaration. A fair share of the costs and expenses of maintaining, replacing and improving Imperial Golf Course Boulevard and the gate house and staffing the gate house as determined by the Greater Imperial Board pursuant to said Agreement are a common expense of this Association. In all other respects, the provisions of the Declaration of Condominium shall remain unchanged and in full force and effect. .

## **ARTICLE III**

### **ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

3.1 Association. The administration, management and ownership of the Common Areas and Association Property shall be by the Park Place West Association, Inc., which shall perform its duties and functions pursuant to this Declaration and the Articles and Bylaws that are attached hereto. The Association may contract for the management and maintenance of the Property and authorize a management agent to assist the Association in carrying out its power and duties, the cost of which shall be a Common Expense. The powers and duties of the Association shall include those

set forth in the Governing Documents and in the Act. Except when otherwise provided by the Governing Documents or by the Act, the Association shall act through its Board of Directors and its officers, who shall have a fiduciary relationship with the Members. An Owner does not have the authority to act for the Association by virtue of being a Member or Owner.

3.2 Qualification as a Member. Every person or entity who is an Owner of a Parcel, at all times and for so long as it owns all or any part of a Parcel, shall be a Member of the Association. If any such Owner is not a natural person, such Owner shall designate one natural person who shall be the Primary Occupant, and such Primary Occupant shall exercise the Membership rights. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel.

3.3 Voting. The Members of the Association are entitled to one (1) vote for each Parcel owned by them. The total number of possible votes (the voting interests) of the Association is the total number of Parcels in Park Place West. All votes must be cast by a record Owner or Primary Occupant of a Parcel and the vote of a Parcel is not divisible. The right to vote may be suspended for non-payment of Assessments or other charges owed to the Association that are delinquent in excess of 90 days. If a Parcel is owned by one natural person, the right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two or more natural persons, that Parcel's vote may be cast by any record owner, provided however, if more than one conflicting vote is submitted by such record owners, no vote shall be counted for that Parcel. If the owner of a Parcel is a trustee, partnership, corporation, or other entity which is not a natural person, the vote of that Parcel shall be cast by the Primary Occupant as designated in writing by the trustee, partnership, corporation or other entity for that Parcel.

3.4 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common areas with funds made available by the Association for such purposes.

3.5 Acts of the Association. Unless the approval or affirmative vote of the Unit Owners in 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 by the Board of Directors, without a vote of the Unit Owners. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

3.6 Purchase of Units. The Association has the power to purchase Villas and to hold, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

3.7 Interest in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 3.5 above, the power to acquire, encumber or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the voting interests of the Association.

3.8 Disposition of Personal Property. Any personal property owned by the Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without the need for authorization by the Unit Owners.

3.9 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners, based upon information supplied by the Unit Owners. A copy of the roster shall be made available to any member upon request.

3.10 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies. The Association may adopt reasonable rules governing the frequency, time, location, notice and manner of inspection. The Association may charge its actual costs for preparing and furnishing the official records to those requesting same.

#### **ARTICLE IV** **COVENANTS FOR MAINTENANCE ASSESSMENTS**

4.1 Assessments. Subject to the provisions contained herein, the Owner of each Parcel within the Property, hereby covenants and agrees (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association, Regular Assessments, Special Assessments, and Specific Assessments (collectively referred to as "Assessments"), to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest, costs of collection and reasonable attorneys' fees, which shall be considered a Specific Assessment, shall be a charge on the Parcel and shall be a continuing lien upon the Parcel against which such Assessment is made, and shall also be the personal obligation of the Owner. Further, to the extent that the Association is required to collect assessments and charges imposed by the Master Association, these charges shall be considered an Assessment owed to the Association and failure to pay same shall constitute a default hereunder and the Association shall have the collections remedies set forth herein. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment or otherwise.

4.2 Regular Assessments. The Regular Assessments levied by the Association shall be collected by the Board based on the Association's annual budget and shall be used for the purpose of promoting the health, safety and welfare of the residents in the Property, which may include, but shall not be limited to, the following:

A. Improvements, maintenance, repair, renovations and replacement of the Common Areas, including, but not limited to, the cost of maintaining:

1. All landscaped areas including lawns, shrubs, trees and other planting located on Common Areas;

2. Sewer utility facilities, including pipes, lines, grinder and lift stations located in the Common Areas;

3. All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;

4. Signs located on the Common Areas;

5. Maintenance and repair of all dedicated easements and irrigation systems in the Common Areas and utility easements;

6. Maintenance and repair of signs that are part of or appurtenant to improvements constructed on the Common Areas;

7. Maintenance and repair of the Park Place West entryway, electrical lighting, and other necessary utility services for the Common Areas;

B. Maintenance of the individual Parcels to the extent such maintenance, repair and replacement costs are intended to be Common Expenses as set forth in Article V hereof;

C. Hiring professional advisors, management companies and payment of management fees and charges;

D. Maintaining Directors and Officers liability insurance;

E. Maintaining liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually, and increased or decreased in the discretion of the Association;

F. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes and any other insurance deemed necessary by the Board;

G. Acquiring equipment for the Common Areas as may be determined by the Board, including, without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;

H. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas for the benefit of the Owners, or for the enforcement of these restrictions;

I. Payment of real property taxes, personal property taxes and other assessments levied against the Common Areas;

J. The cost of communications services as defined in Section 202.11, Florida Statutes, information services or Internet services obtained pursuant to a bulk contract, if any, approved by the Board of Directors; and

K. Any other obligation or duty of the Association in accordance with the Governing Documents, Chapter 720, Florida Statutes, or other applicable law.

4.3 Special Assessments. In addition to Regular Assessments, the Association shall have the power to levy Special Assessments as a Common Expense as follows:

A. The Association may, upon approval by the Board, levy Special Assessments, applicable to that year only, for unbudgeted and necessary operating expenses, emergency expenses, and unexpected expenses for the repair, reconstruction or replacement of existing Common Area capital improvements, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board that is unbudgeted and related to the necessary maintenance, repair or replacement of the individual Parcels to the extent such is intended to be a Common Expense as set forth in Article VI hereof. Any such Special Assessment shall be levied at a uniform rate and shall become due and payable according to reasonable terms and conditions as set forth at the discretion of the Board.

B. The Board shall also have the authority to levy a Special Assessment or approve funding from another source for a material alteration of the Common Areas, without approval from the Members, provided such alteration does not involve a total expenditure of more than \$10,000.00. Any material alteration of the Common Areas that will cost more than \$10,000.00, whether funded by Special Assessment or other sources of funding, shall first be approved by a majority of the Owners who are present and voting, in person or by proxy at a members meeting. Any such Special Assessment shall be levied at a uniform rate and shall become due and payable according to such terms and conditions as approved by the Membership vote, may be applicable over one or more years, may authorize borrowing or other sources of funds, or may include such other terms and conditions as set forth and approved by the Membership. The Board shall also have the authority to levy a Special Assessment or approve funding from another source in order to repair, replace, maintain and/or install additional security cameras in and/or around the pool facilities without the need to seek membership approval.

4.4 Specific Assessments. In addition to Regular and Special Assessments, the Association shall have the power to levy Specific Assessments against a particular Parcel for the following purposes:

A. To cover the costs, including the overhead and administrative costs, of providing services to one or more Parcels upon request by the Owner(s) thereof pursuant to any special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service;

B. To cover the costs, including the overhead and administrative costs, incurred in bringing the Parcel into compliance with the Governing Documents or Master Documents, as the same may be amended from time to time, including without limitation expenses for corrective maintenance, repairs and replacements that are the responsibility of the Owner; and

C. To cover the costs, including the overhead and administrative costs, incurred to correct repeated breaches of the Governing Documents or Master Documents, or repeated

instances of improper or threatening conduct, by the Owner or Occupants of the Parcel, their agents, contractors, employees, licensees, tenants, invitees or guests, which may include but are not limited to legal expenses for pre-litigation demands, attorney's fees incurred in litigation, court costs, recording fees, and postage.

D. To cover costs, including the overhead and administrative costs, incurred in the event that repair or replacement of any portion of the Common Area is due to the negligence or intentional act of an Owner, its family, agents, contractors, employees, licensees, tenants, invitees or guests. The costs of such corrective repair or replacement shall be the responsibility of the Owner which shall be a Specific Assessment against the Parcel.

4.5 Determination of Assessments. The Board shall fix the due date, and the amount of the Assessments against each Parcel, and shall notify Owners by sending written notice of such due date and amount at least fourteen (14) days prior to the due date. Said notice shall be sent to the address shown on the Association's official roster (which can be via the owner's email address if the owner has consented to receiving Association notices by email), but such notices are a courtesy only and lack of receipt does not relieve the Owner from making timely payment. The Association shall, on demand and for a reasonable charge, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.6 Apportionment of Regular Assessments. Regular Assessments shall be apportioned equally against each Parcel according to a fraction, the numerator of which is one (1) and the denominator of which is sixty (60), the total number of Parcels in Park Place West.

4.7 Who is Liable for Assessments. The Owner of each Parcel, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while it is an Owner. Multiple Owners are jointly and severally liable. Whenever title to a Parcel is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all Assessments, interest, late fees, attorneys' fees and costs which came due prior to the transfer and remain unpaid, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner. For the purposes of this paragraph, the term "previous Owner" does not include the Association if it acquires title to a delinquent Home through foreclosure of its lien or by deed in lieu of foreclosure.

4.8 No Waiver or Excuse from Payment. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Areas, by abandonment of the Parcel on which the Assessments are made, or by interruption in the availability of the Parcel of the Common Areas for any reason whatsoever.

4.9 Delinquent Assessments. Any Assessment is delinquent if not paid within fifteen (15) days from its due date as determined by the Board. The following shall be considered Specific Assessments to the delinquent Owner and shall be added to all delinquent Assessments:

A. Interest at eighteen percent (18%) per annum (or at the highest rate allowed by law);

- B. Late fees of five percent (5%) of the Assessment, or \$25.00, whichever is greater;
- C. Costs of collection; and
- D. Reasonable attorneys' fees.

4.10 Assessment Lien. The Association has a lien on each Parcel securing payment of past due Assessments, including without limitation interest and attorney's fees and costs incurred by the Association incident to the collection process, whether before, during or after a lien foreclosure suit. Except as otherwise provided in the Act, the lien is effective from and shall relate back to the recording of the original Declaration. The lien is in effect until barred by law. The claim of lien secures all unpaid Assessments, interest, late fees, attorneys' fees and costs which may accrue subsequent to the recording of the claim of lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

4.11 Acceleration. The Association may, in the Board's sole discretion, elect to accelerate all remaining Regular Assessments in any year in which an Owner is more than thirty (30) days delinquent in the payment of any Assessment.

4.12 Action to Collect. The Association may take one, some or all of the following actions in order to collect a delinquent Assessment:

- A. If a lien has been recorded, bring an action to foreclose such lien in a like manner as a foreclosure of a mortgage on real property;
- B. Bring a suit against the Owner on the personal obligation;
- C. Suspend Common Area usage rights, including but not limited to automatic gate entry privileges without a hearing as provided in the Act; and/or
- D. Accelerate the remaining balance of any Assessment due in that fiscal year.

4.13 Priority of Assessment Lien. The lien of the Assessment for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage of an Institutional Mortgagee unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Parcel or Unit pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure and shall not relieve any Parcel or Unit from liability for any Assessments thereafter becoming due, nor from the lien of any subsequent Assessment. As to all other interests, mortgages, liens or encumbrances against the Parcel or Unit the Association's lien for assessments shall relate back to and be effective from the date the original Declaration for Park Place West, and therefore shall be superior in interest to all other claims.

4.14 Certificate. The Association shall, within ten (10) days of receipt of a written request



for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessments and any other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Owner. The Association or its authorized agent may charge a reasonable fee for the estoppel letter, which shall be due upon preparation of the letter. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to \$250.00 (in addition to any charge for an estoppel letter) plus attorney's fees for doing so.

## **ARTICLE V** **MAINTENANCE OF PARCELS**

5.1 Duties of the Association. The Association shall maintain, repair and replace improvements to the individual Parcels upon the Property as a Common Expense and as part of its Regular, Special and Specific Assessments as follows:

A. The Association shall provide routine maintenance of the landscaping on the individual Parcels, the cost of which shall be a Common Expense. The Association's maintenance program for landscaping on Parcels shall include, but not be limited to: trimming trees, mowing lawns, fertilizing lawns, edging lawns and trimming shrubs. Owners shall be solely responsible for planting and/or replacing any missing, dead or diseased plantings, sod or flowers. The Association shall provide routine maintenance of the roadways, curbing, sidewalks, streetlights and mailboxes. The Association is only responsible for the incidental maintenance and repair of damaged irrigation pipes and other common irrigation equipment located in the common areas. Replacement, maintenance and repair of sprinkler heads located on a Parcel shall be the responsibility of the Parcel Owner. The Association may adjust sprinkler heads and set the timers on the Owners' Parcels, but Owners shall be allowed to adjust the timers on their Parcels. Maintenance shall be performed on such intervals as determined necessary or desirable by the Board in its sole discretion. The Association's routine maintenance program described above shall not extend to areas requiring unusual or special maintenance, such as areas where Owners have added plantings or have modified plantings that were originally installed, or areas specifically designated by the Board an "area of high maintenance." Such areas shall be maintained by the Owner or by such special arrangement as may be approved by the Board. Owners shall also be required to maintain the appearance of the lawn and landscaping on their Parcel between services. Owners shall not interfere with the Association's landscapers or any lawn maintenance procedures.

B. The Association shall provide painting of the exterior building surfaces only of each villa, including surfaces of walls, doors and window and door frameworks. Exterior painting shall be performed based on a manufacturing schedule to be approved and determined by the Board, from time to time. The Association shall determine the color scheme for the exterior building surfaces, and to the extent the change in color scheme is considered a material alteration, no prior membership approval shall be required. No exterior colors on any structure shall be permitted unless approved by the Association, and no prior membership approval. The cost shall be a Common Expense to the Association.

5.2 Duties of Parcel Owners. Unless otherwise specifically provided for in this Declaration, Owners shall be responsible for the cleaning, and general maintenance and repair of

the interior and exterior of their Unit and other improvements on their Parcel. Such improvements shall be maintained in a safe, clean, orderly and attractive condition. Such responsibilities of the Owners shall include, but not be limited to, the following:

- A. All parts of the villa including the outside privacy areas and villa pool and screening located on the Lots.
- B. Maintenance, repair or replacement of the garage located on the Owner's Lot.
- C. Maintenance, repair or replacement of the irrigation system sprinkler heads, relocation of sprinkler heads and replacement of worn parts. Owners shall also be required to maintain the appearance of the lawn and landscaping on their Parcel between services. Owners shall be solely responsible for planting and/or replacing any missing, dead or diseased plantings, sod, trees or flowers on the Lots.
- D. Maintenance, repair or replacement of the Parcel entrance pavers, asphalt or concrete, and driveway from their residence to the street.
- E. Repair or replacement of all improvements and structures on the Parcel, including without limitation repair and replacement of any portion of the irrigation systems that were installed or modified by the Owner.
- F. Replacement of dead, or unsightly landscaping and plantings, regardless of the cause for replacement.
- G. Maintenance, repair or replacement of their roof, roof tile and other roof components, including skylights and chimneys. The cost of reasonable repair, maintenance and replacement of duplex villa roofs shall be shared equally by the Owners who share the duplex in the same manner provided for in Article VII below.
- H. Any maintenance, repair or replacement responsibility that is not the specifically designated in the Declaration or subdivision plat as being the responsibility of the Association.
- I. Maintenance, repairs or replacements of any improvements on the Parcel that are necessary due to drainage or water retention issues.
- J. Roofs and gutters must be kept clean and free of excessive plant debris, mold and dirt, and missing tiles and/or roofing material must be replaced in a reasonable amount of time.

5.3 Association Intervention; Right to Maintain Parcels and Improvements Thereon. In addition to maintenance of the Common Areas, the Association may enter upon any Parcel or Unit, when necessary in the opinion of the Board of Directors, to preserve the beauty, quality and value of the Property, and perform any maintenance, repair or replacement that is otherwise the responsibility of the Owner as described herein, if the Owner fails to replace, restore, repair or perform the required maintenance after thirty (30) days written notice to the Owner of the need of such replacement, restoration, repair or maintenance. This shall include the authority to enter the Parcel to access and modify, if necessary, irrigation systems and timers. Further, the Association

shall have the right to enter upon any Parcel on which there exists a violation of any covenant, condition or restriction set forth in this Declaration or in the Association's rules and regulations, to summarily abate, remove and cure such violation. Without limiting the foregoing, upon and during any such violation, the Association shall have the right to maintain or repair a property in accordance with community standards and expectations, which may change from time to time. Any cost or expense incurred by the Association while exercising its rights under this section shall be a Specific Assessment against the Parcel. Notwithstanding the foregoing, the Association may elect, by a majority vote of the Board of Directors, to perform general maintenance and/or improvements on some or all of the Lots or Homes and assess the benefited Lot Owners at a uniform rate for such maintenance, subject to the assessment provisions herein. Such general maintenance may include, but is not limited to, general repair, roof repair and replacement, gutters, down spouts, exterior building surfaces, walls, doors and fences, the cleaning and general maintenance of the exterior of a dwelling, painting and cleaning of the exterior of a Lot, maintenance and repair of all other exterior improvements visible on a Lot. The Association may decide to expand or limit its maintenance responsibilities at the Association's sole discretion; however, if the Board of Directors elects to perform general maintenance of landscape on Lots, such maintenance shall not include the obligation to replace dead or damaged landscape or plantings, or any landscaping items not approved by the Association, which shall remain an Owner responsibility.

5.4 Reconstruction. In the event that any of the improvements located on a Parcel are destroyed or damaged as a result of any cause, including, but not limited to, aging, fire, windstorm, flood or tornado, the Owner shall cause repair or replacement of such improvements to be commenced within sixty (60) days from the date of the casualty (and receipt of any insurance proceeds, if applicable), and to complete the repair or replacement within six (6) months thereafter. All such repairs or replacement must be performed in accordance with standards promulgated herein. The Owner shall be entitled to an extension of the above time deadlines for good cause shown and in order to avoid undue hardship.

5.5 Failure of Owner to Repair. In the event that any Owner fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. In such event, the Owner of the subject Parcel or Unit shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements. To accomplish this purpose, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the residence by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become null and void, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys' fees and cost of collection, as provided for in connection with and under the same terms and conditions as other Assessments.

5.6 Negligence. An Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, villas, other Parcels or Lots or personal property rendered necessary by his act, neglect or carelessness or by that of his family, guests, employees, agents, lessees or other invitees. Each Owner has a duty to maintain his villa and personal property therein in such a manner as to prevent foreseeable or reasonably preventable damage to the Common Areas, other villas, other Parcels or Lots or personal property of other Owners and residents. Any expenses incurred by the Association to repair or replace the Common Areas, landscaping, personal property or other areas so damaged shall be billed directly to the responsible Owner and shall be an individual assessment, secured by a lien against the Parcel or Lot as provided in Article IV above.

## **ARTICLE VI**

### **PARTY WALLS AND PARTY ROOFS**

6.1 Each wall and roof which is built as part of the original construction of the Lots upon the Properties and placed on the dividing line between the lot shall constitute a party wall or party roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

6.2 The cost of reasonable repair and maintenance of a party wall or roof shall be shared by the Owners who make use of the wall or roof in proportion to such use.

6.3 If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and of the other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability or negligent or willful acts or omissions.

6.4 Notwithstanding any other provision of this Article an Owner who by his negligent or willful act causes the party wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6.5 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

6.6 In the event of any dispute arising concerning the party wall or party roof, and prior to filing any legal action in the appropriate court of law, the Owners agree to participate in binding arbitration under the rules of the American Arbitration Association. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of the three (3) arbitrators as to the resolution of the dispute shall be binding upon the affected Lot Owners. Nothing in this provision shall preclude any Owner from seeking equitable or injunctive relief in a court of competent jurisdiction to prevent immediate and irreparable harm.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL AND RECONSTRUCTION**

7.1 Approval of Architecture. No improvement, addition or deletion of any kind,

including, without limitation, any building, fence, wall, screen enclosure, drain, disposal system, awning, driveway, patio, pool or spa, landscaping or other exterior modification or improvement shall be commenced, erected, placed or maintained upon any part of the Properties, including any Lot or Parcel, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Board of Directors. The Board of Directors shall appoint an Architectural Review Task Force (the ARTF) to serve in an advisory capacity and provide its recommendations to the Board of Directors. All plans and specifications shall be evaluated in accordance with the Association's guidelines for exterior improvements, as well as to harmony of external design and location in relation to surrounding structures. The guidelines and standards for any item not contained in any written architectural guidelines and standards shall be whatever already physically exists in the community as originally constructed or which has been previously approved within the community as allowable alterations to what physically existed. If any item does not already exist within the community as previously approved nor is the criteria for such a guideline or standard contained within the written approved guidelines and standards, then such an item may not be used, placed or changed unless or until some criteria for such an item has been added to the written guidelines and standards.

7.2 Powers and Duties of the ARTF. The ARTF shall have the following powers and duties:

A. To enact and/or propose to the Board of Directors modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that the delivery of a copy of the modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To require submission of a completed modification form and one complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction or placement of which is proposed upon any Parcel or Unit in the Association, together with a copy of any required governmental permits. The ARTF may also require submission of samples of building materials and colors proposed for use on any Parcel or Unit and may require such additional information as reasonably may be necessary for the ARTF to completely evaluate the proposed structure or improvement and make a recommendation to the Board of Directors in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The ARTF shall have sixty (60) days to render its recommendation to the Board of Directors once a complete set of plans and specifications have been submitted, at which point, the Board of Directors shall have an additional five (5) days to render final approval. Failure to respond within said sixty (60) days shall be deemed an approval.

C. To render a recommendation to the Board of Directors to approve or disapprove any

improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel or Unit and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Board of Directors shall be in writing and may but need not be made by a certificate in recordable form, executed under seal by the President or any Vice President of the Association.

D. To render a recommendation to the Board of Directors to approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Board of Directors of such change, modification or alteration, and the plans and specifications thereof, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Board of Directors and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the ARTF and/or the Board of Directors. The ARTF shall be specifically empowered to recommend the Board of Directors grant variances from this Declaration and the Architectural Planning Criteria as are deemed reasonable, required or necessary to meet the needs of the particular building site.

E. To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the ARTF.

7.3 In addition to the architectural planning criteria adopted by the Board and/or the ARTF the following shall apply:

A. Owners may display flags only in accordance with the Governing Documents and as otherwise permitted by the Act.

B. Owners are responsible for repair and replacement of garage entry light as approved by the Board.

C. Pools must be surrounded by a screened enclosure as required by the Association, which may not be installed or replaced without advance written approval from the Board in accordance with its standards and criteria for same.

D. All Lots shall be constructed in conformity with all applicable building codes.

E. No building or structure shall be erected, placed or permitted on any Lot other than one (1) single family dwelling and garage.

F. Swimming pools may be installed with approval from the Board. Access to the pool must be controlled by a gate and the residential structure, as required by the Association. Only in-ground pools constructed of concrete will be approved.

G. Portable fuel generators are permitted, but Owners must obtain advance written approval from the Board of Directors and shall comply with any conditions or stipulations adopted by the ARTF and/or the Board of Directors, such as landscaped screening to shield the generator from view, proper exhaust fume ventilation and safety mechanisms, and sound controlling mechanisms. Permanent generators, and/or generators that require underground propane are prohibited.

7.4 Hurricane Shutters. Each Owner who plans to be absent from his Unit during hurricane season is responsible for preparing his Unit prior to his departure, which includes designating a Homewatch or similar provider and/or providing the name(s) and contact information for trusted person(s) who is local and can act on Owner's behalf in the event of an emergency. In the event of a hurricane or tropical storm warning, metal, fabric and/or aluminum shutters may be utilized but not earlier than seven (7) days before the storm and must be removed no later than two weeks after the storm. Roll down or accordion shutters may be permanently affixed to the Unit with Board or ARTF approval. Owners may install hurricane shutters, subject to specifications adopted by the Association and/or ARTF. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited. Hurricane shutters may be installed in accordance with the ARTF specifications and guidelines as well as the Association's governing documents and shall be installed no sooner than June 1st and must be removed no later than November 30th.

7.5 Garden and Outdoor Decorations. The Association has the right to adopt reasonable rules and regulations with respect to garden and outdoor decorations which are visible from the street, including without limitation flower pots, benches, tables, chairs, statues, fountains, lighting, bird feeders/houses, burning apparatus, decorative rock, wall hangings and other decorations typically found in a Lot garden area. These rules and regulations may change from time to time in the discretion of the Board of Directors or the ARTF. No artificial plants or flowers may be used in place of exterior natural landscaping.

## **ARTICLE VIII** **USE RESTRICTIONS**

The use of the Parcels and Units shall be in accordance with the following provisions:

8.1 Residential Use Only. Each Parcel and Unit located thereon may be used only for residential living and may only be occupied by one Single Family at any time and for no other purpose. No trade or business of any kind may be conducted on or from a Parcel or Unit or any portion of the Property. This restriction on trade and business activity shall not be interpreted to prohibit Owners (or their family members or tenants, as the case may be) from maintaining a home office, professional library or business records in the Unit, or from handling his personal, business or professional telephone calls, email or written correspondence in and from his Unit, provided that such incidental office use does not result in clients, customers, employees or other business contacts coming to the Parcel on a regular basis, or an increase in traffic or parking on or near the Parcel at such levels that would not reasonably be associated with a Parcel used only for residential living, or which would constitute an unreasonable nuisance or annoyance to other residents. No

solicitation of any kind shall be permitted unless invited by the Owner.

82 Unauthorized Structures. No tents, trailers, shacks, sheds, tanks, window air conditioners, skateboard, bicycle or similar ramps, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Parcel or the Common Areas. No sandboxes, basketball hoops or other such play equipment shall be erected or permitted to remain on any Parcel or the Common Areas. Swing sets shall only be allowed to be erected on the Parcel behind the home and cannot be visible from the roadways. Moveable basketball hoops and backboards are permitted if they have been granted prior written consent from the Board of Directors and from the ARFT, and they must be stored indoors when not in use. No clotheslines or similar devices shall be allowed on any portion of the Parcel or Common Areas by any person, firm, or corporation.

83 Communication Equipment. No aerial or antenna, antenna poles, antenna masts, citizen band or amateur band antennas shall be placed or erected upon any Parcel or affixed in any manner to the exterior of any Unit. Satellite dishes are also prohibited except for ones that are less than one meter in diameter as limited by the Telecommunications Act of 1996, and only after written permission has been granted by the Board of Directors and by the ARTF. All approved equipment shall be sight screened so as to not be visible from the street.

84 Garages. Each villa includes an attached automobile garage which is to be used to accommodate motor vehicles. Garages shall be used primarily for storage and parking of permitted motor vehicles only and shall not be used as storage areas for household furniture or storage boxes. This provision is not intended to prohibit the use of garages for storage of a reasonable amount of personal property that is typically kept in a garage, including within limitation golf clubs, fishing equipment, beach chairs, tools, bicycles and other similar personal items. No automobile garage shall be permanently enclosed or converted to any other use. In no event shall a garage be used for living quarters or other use that would violate local zoning laws. The doors of garages of all Units shall be closed and not be left open except for when the garage is being entered or exited, or at such other times as the garage is being directly utilized by an Occupant. Owners shall only be allowed to perform light vehicle maintenance in the garage or driveway such as brake changes and brake repairs, and tire and/or battery changes. There shall be no "garage sales" held in the garage or driveway.

#### 85 Trucks, Commercial Vehicles, Recreational Vehicles and Other Vehicles.

85.1 No commercial vehicle of any kind or vehicle with commercial signage shall be parked or kept except for services vehicles temporarily present on business. "Commercial vehicle" means those that are not designed and used for customary, personal/family purposes. Construction vehicles and service and delivery vehicles may be parked during daylight hours for such period of time as is reasonably necessary for construction purposes or to provide service or to make a delivery.

85.2 Boats, trailers, recreational vehicles, buses, campers, motor homes, dune buggies, golf carts, racing cars, mopeds or motor scooters, motorcycles, tractors, semis, tractor trailers, disabled, inoperative or unlicensed vehicles, and agricultural vehicles (each a "Restricted Vehicle") may only be parked at a Unit if parked or stored within a fully-enclosed garage attached



to the Unit.

8.6 Parking. No vehicles shall park on the grass, sidewalks or landscaped areas at any time, and in no event shall a vehicle be parked on the roadway within twenty-five (25) feet of a stop sign or fire hydrant. Garages shall be used primarily for storage and parking of permitted motor vehicles only and shall not be used as storage areas for household furniture or storage boxes. The first two (2) vehicles must be stored in garage and may not be kept in the driveway overnight. If an owner has any more than two (2) vehicles, then those additional vehicles may be parked overnight in the driveway so long as they do not encroach onto the streets or roadways. No vehicles shall park on the roadways overnight, and parking on the roadways during daylight hours shall be only for reasonable short-term periods and on a temporary basis. Emergency and other official government vehicles may park on the street at any time when in the community responding to an emergency call or on other official business. In addition to the other remedies available to the Association under this Declaration and Chapter 720, Florida Statutes, any vehicle parked in violation of this section may be towed by the Association at the sole expense of the owner of the vehicle in accordance with applicable law. The Association and its officers, directors, agents and assigns shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of towing such vehicle. For the purposes hereof "vehicle" shall mean any means of conveyance including boats and watercraft and trailers.

8.7 Ground Cover. All areas on a Parcel not covered by structures, walkways, patio, pool or paved parking areas shall be maintained as a lawn or landscape areas with underground irrigation systems to the pavement edge of any abutting streets and to the waterline of any abutting lakes or water management areas. No stones, gravel or paving or any types shall be used as a lawn unless they cover less than 30% of the visible lawn.

8.8 Nuisance. Nothing shall be done or maintained on any Parcel, Unit or the Common Areas which may be or become unsightly or a source of nuisance or unreasonable annoyance to the Association or other residents. In the event of a dispute or question as to what may be or become unsightly or a nuisance or unreasonable annoyance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question. Should an Owner or an Owner's lessee(s), family member(s), guest(s) or invitee(s) fail to correct his or her conduct after written warning from the Board, the Owner shall be responsible for legal fees and costs incurred by the Association to compel compliance, including without limitation pre-litigation notices or demands, which shall be a Specific Assessment. If the Owner fails to pay said fees and costs upon demand by the Association, they shall be treated as an unpaid assessment and secured by a lien on the Lot and Home until paid, together with all fees and costs incurred in the collection process.

8.9 Signs, Real Estate Open Houses. Owners shall comply with the Imperial Golf Estates Homeowners' Association documents, as they may exist from time to time, with respect to all signage, including without limitation "for sale" signs, "open house" signs and other signage. Owners may install one portable United States flag displayed in a respectful manner, and/or any other flags permitted by law. The Association is authorized to enter a Parcel and remove any unapproved signs or flags if the Owner fails to do same within ten (10) days of receipt of written notice from the Association.

8.10 Exterior Maintenance. No weeds, underbrush or other unsightly growth shall be

permitted to grow or remain upon any Parcel or Unit, and no refuse or unsightly object shall be placed or allowed to remain on any Parcel. Any approved property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All roofs, soffits, fascia and driveways shall be kept free of algae. No towels, garments, rugs, etc. may be hung from windows, railings or other parts of the villas. No clotheslines or drying yards shall be located so as to be visible from neighboring villas.

8.11 Trees and Plantings. Any Owner desiring to add additional trees or plantings or to replace any existing trees or plantings with different variety(s), regardless of the reason, must obtain advance written approval from the Board of Directors and/or from the ARTF. Diseased trees must have their stumps removed.

8.12 Trash Containers and Mechanical Equipment. All mechanical equipment, such as air-conditioners, pool and irrigation pumps, shall be located and/or screened with ARTF-approved landscaping shrubs so as to be reasonably concealed from view of neighboring Units and the street. Such landscaping screening shall be approved by the Board of Directors and/or by the ARTF prior to installation. No rubbish, trash, garbage or other waste materials shall be kept or permitted at the exterior of any villa. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition. Trash containers, recycle bins and horticulture shall not be put on the curb for pick-up prior to 6:00 p.m. the night before the scheduled pick-up and shall be removed from the curb no later than 6:00 p.m. the day of pick-up. .

8.13 Wells. No septic tank shall be installed, used or maintained on the property. Irrigation wells may only be drilled with prior written approval of the ARTF as provided for in Article VII herein. If the use of an ARTF-approved well becomes an unreasonable amount of annoyance or nuisance to the occupant of another villa, the well owner must promptly abate the nuisance or the well must be permanently filled and capped.

8.14 Pets. The keeping of pets is a privilege not a right. Any owner who fails or refuses to comply with this provision shall be subject to fines, suspensions or other enforcement remedies, including injunctive relief to have the pet removed, as may be provided in this Declaration or by the Act. The keeping of permitted pets is subject to the following additional conditions:

A. Only one (1) common household pet may be kept by Owners, and the pet must weigh less than thirty-five pounds (35 lbs). However, current Owners with two (2) typical household pets, or pet(s) weighing more than 35 pounds (35 lbs), as of the date this Declaration is recorded shall be grandfathered but only during the lifetime of said pets. Permissible pets must be typical domesticated household pets, such as dogs, cats, small bird, fish so long as they are kept in an aquarium (10-gallon maximum size fish tank), and such pets shall not be kept or raised for commercial purposes. No exotic pet, reptiles or animals. The Association shall have the right to require a reasonable pet deposit from any lessee(s) with an approved pet, which will be held by the Association and applied toward the cost of any property damage, cleaning or fines that are related to the pet.

B. On the Common Areas pets will be under handheld leash or carried at all times. On the Parcels when outside the living structure, pets must be leashed or carried. Pet owners shall at all times be in control of their pets and not allow them to be a threat (perceived or actual) or source

of nuisance to other residents and their guests or invitees.

C. Messes made by pets shall be removed by owners or handlers immediately.

D. No pets that are vicious, noisy, or otherwise unpleasant will be permitted. In the event that a pet has, in the sole opinion of the Board, become vicious, a nuisance, noisy or otherwise an unreasonable disturbance to the community, written notice will be given to the Owner or other person responsible for the pet, who shall immediately take remedial or corrective action including, if necessary, removal of the pet from the Unit.

E. Owners may not leave pets unattended in screened porches or on lanais where their noise may bother others, and pets shall not be left unattended in yards or garages.

F. Any Owner who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association, its officers, directors and agents free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the community.

8.15 Mailboxes. Mailboxes and house address numbers must conform to the specifications adopted by the Board and/or by the ARTF, which may change from time to time. Owners are prohibited from installing new mailboxes or otherwise altering the mailbox provided by the Association or initial builder.

8.16 Drones. Drones with cameras shall not be used to record privately owned Units. A person with an appropriate professional license shall be permitted to use a drone to record footage or images of the Property only with advance written permission from the Association. Drones flown for recreational usage shall remain below 400 feet and within the sight of the operator at all times. Drones shall not be landed on terraces, courtyards, balconies, lanais or anywhere on the Property that is not designated by the Association as an approved drone landing site. Deliveries by drones are permitted only on weekdays between 9:00 a.m. and 4:00 p.m. Residents who order a drone delivery are deemed to have agreed to indemnify the Association for damage to persons or property in connection with the delivery.

8.17 Pool and Recreational Facilities. Owners and their family, guests, tenants and invitees shall abide and observe the rules and regulations that govern the pool area and clubhouse. The Association has authority to fine and/or suspend Owners and their family, lessees and guests in accordance with the Homeowners' Act if any rules are violated and not corrected. Any children under the age of twelve (12) shall be supervised by a responsible adult when using the pool and recreational facilities.

8.18 Wildlife. Feeding of wildlife, such as alligators, ducks and other non-household animals or wildlife, is strictly prohibited. Any Owner in violation of this restriction shall be responsible for the costs incurred by the Association for clean up or wildlife removal, which shall become a lien against the Parcel if not paid.

8.19 Dangerous Activities and Conditions. There shall be no activity or condition on

the Common Areas or Parcels that could increase the cost of Association's insurance coverage or otherwise endangers the health, safety or welfare of other residents, or is likely to cause damage to Association Property. The Board of Directors shall determine in its sole discretion if any activities or conditions are prohibited under this section.

8.20 Children. Children shall, at all times while on the premises, act in an orderly manner without creating disturbing noises or being a nuisance to Owners. All occupants under twelve (12) years of age shall be closely supervised at all times by an adult to ensure that they do not become a source of unreasonable annoyance to other residents.

8.21 Private Swimming Pools. Any swimming pool located at a villa shall be for the exclusive use of the occupants of the villa and their guests and invitees only. No individual pool shall be made available for use by the general public.

## **ARTICLE IX** **ENFORCEMENT OF COVENANTS**

9.1 Obligations of Owners. Every Owner and its family, Tenants, Guests, invitees and agents shall comply with all of the terms and conditions of the Governing Documents, as they may exist from time to time. Before undertaking any remedial or enforcement action against a person alleged to be in violation, the Association shall give the violator reasonable written notice of the alleged violation (except in emergencies) and reasonable time to take remedial or corrective action. Disagreements concerning violations or the interpretation or effect of the Governing Documents, shall be resolved by the Board whose decision shall control.

9.2 Remedies. Failure to comply herewith or with such rules and regulations shall be grounds for immediate action which may include, without limitation, the suspension of use rights, fines, an action to recover sums for damages, an action for injunctive relief, eviction or any combination thereof, or any other remedy available to the Association under the Act. The Board can levy daily fines as permitted by law until a violation is cured or abated of \$100.00 per day, up to a maximum of \$5,000.00 in the aggregate for each violation.

9.3 Cause of Action. The Association, Owners and beneficiaries of any dedicated property or property rights contained herein shall have an action for damages, injunctive relief, or both to enforce all of the terms and conditions of the Governing Documents or Imperial Golf Estates Homeowners Association documents against the responsible person or entity.

9.4 Costs and Legal Fees. Any Owner who fails or refuses to correct threatening, harassing or nuisance conduct, or such other violation of the Governing Documents or Imperial Golf Estates Homeowners Association documents, following written warning and a reasonable opportunity to comply, shall be responsible for legal fees and expenses incurred by the Association to compel compliance. Said fees and expenses shall include pre-litigation demands and notices sent by the Association's attorney and shall be an individual assessment and lien against the Owner's Parcel if not paid upon demand. Further, the prevailing party in any action or proceeding arising because of an alleged failure of an Owner to comply with the terms of the Governing Documents, and any and all rules and regulations or guidelines adopted pursuant thereto, as they may be amended from time to time, shall be entitled to recover the attorneys', paralegals', expert

witnesses', consultants', and other fees and all out-of-pocket costs actually incurred by that party at all arbitration, pretrial, trial and appellate levels, including those incurred in enforcing and excising such right of recover, in all cases, regardless of whether such costs are not specifically taxable, within the court's discretion to tax or generally considered to not be taxable.

9.5 Legal Action. Judicial enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act. The Association shall be entitled to pursue injunctive relief and any other remedy available at law or in equity, including without limitation eviction under Chapter 83, Florida Statutes, if the Board of Directors determines that such legal action is necessary to ensure compliance with the Governing Documents or Imperial Golf Estates Homeowners Association Documents, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. In addition, and to the extent allowed by law, the Association may revoke the rental privileges for any Owner that shows a history of disregarding the Documents and any rules or regulations thereto. The failure of the Association or any Owner to enforce any covenant, restriction or other provisions of the Homeowners' Act or the Governing Documents or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

9.6 Harassment or Interference with the Board and Management. It shall be a violation of this Declaration for any Owner or an Owner's Tenant, family member, invitee, Guest or other occupant to directly or indirectly attempt to harass or otherwise interfere with a Board member while acting in his or her capacity as a director or officer of the Board, or to otherwise threaten or interfere with the right of quiet enjoyment of any member of the Board because of any action taken (or not taken) by that Board member involving operation of the Association. It shall also be a violation of the Declaration to engage in the same conduct described above with the Association's community association manager and his or her agents and personnel. In addition to other enforcement remedies provided herein, if the Association incurs any expense or cost to protect against harassment or interference or to otherwise compel compliance with this section, including without limitation legal fees and costs, the Owner(s) in violation will be responsible for those fees and costs as a Specific Assessment, which shall be a lien on the Owner's Parcel until paid.

## **ARTICLE X**

### **TRANSFER OF OWNERSHIP AND LEASING OF PARCELS**

10.1 Forms of Ownership. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Parcels and Units and facilitating the development of a stable, quiet community and peace of mind for all residents, the Ownership of a Parcel shall be subject to the following terms and conditions:

A. Individual Ownership. A Parcel may be owned by an individual person.

B. Co-Ownership. Co-Ownership of Parcels is permitted, but each individual Owner must be living together as a Single-Family housekeeping unit approved upon application to the Association. The intent of this provision is to permit multiple owners, but to prohibit short term, transient use by several individuals or families. Any change in the primary occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one change in the "primary occupants" will be approved in any twelve-month period.

C. Entity Ownership. A Parcel may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Parcel or Unit may be used as short term transient accommodations for several individuals or families. Said corporation, trustee or any entity which is not a natural person shall designate one natural person to be the Primary Occupant, and the use of the Parcel or Unit by other persons shall be as Guests and as if the Primary Occupant is the only actual Owner. No more than one change in the "primary occupants" will be approved in any twelve-month period.

D. Life Estates. A Parcel may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, during said life estate, the life tenant shall be the only member in the Association and occupancy shall be as if the life tenant was the only Owner. However, the life tenant and remaindermen shall be jointly and severally liable for all Assessments and charges against the Parcel or Unit. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman as Primary Occupant, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were co-Owners for purposes of voting and occupancy rights.

E. Notification of Association. The Association must be notified of any transfer of a Parcel or Unit as provided in Article X, Section 10.2 below.

10.2 Maintenance of Community Interests. In order to maintain a community of congenial Owners who are financially responsible, and thus protect the value of the Parcels, the transfer of Parcels and Units by any Owner shall be subject to the following provisions:

10.3 Transfers Subject to Approval.

A. Sale. No Owner may dispose of a Parcel or Unit or any interest therein by sale without approval of the Association.

B. Lease. No Owner may dispose of a Parcel or Unit or any interest therein by lease without approval of the Association.

C. Gift. If any Owner shall acquire his title by gift, the continuance of his ownership of his Parcel or Unit shall be subject to the approval of the Association.

D. Devise or Inheritance. If any Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Parcel or Unit shall be subject to the approval of the Association.

E. Other Transfers. If any Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Lot or Home shall be subject to the approval of the Association.

10.4 Approval by Association. The approval of the Association that is required for the transfer of ownership of Lots shall be obtained in the following manner:

A. Notice to Association.

1. Sale. An Owner intending to make a bona fide sale of his Parcel or Unit or any interest in it shall give to the Association written notice of such intention at least thirty (30) days before the date of closing, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require including without limitation a copy of the executed sales contract.

2. Lease. An Owner intending to make a bona fide lease of his Parcel or Unit in accordance with this Declaration shall give to the Association written notice of such intention at least thirty (30) days before the date of occupancy, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

3. Gift, Devise or Inheritance; Other Transfers. An Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

4. Failure To Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association at its election and without notice may approve or disapprove the transaction or ownership.

5. Interview. The Board of Directors may require a personal interview of the prospective Owner or lessee as part of the required information.

B. Certificate of Approval.

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction in writing.

2. Lease. If the proposed transaction is a lease which requires approval, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association and delivered to the lessee.

3. Gift, Devise or Inheritance; Other Transfers. If the Owner giving

notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Owner's ownership. If approved, the approval shall be stated in a certificate in recordable form executed by the Association, which shall be recorded in the public records of Collier County, Florida, at the expense of the Owner.

C. Approval of Occupant. If the Owner or purchaser is a corporation, partnership, trust or some other entity or two or more natural persons (other than husband and wife or domestic partners), or any combination thereof (even if only one natural person is involved), the approval of ownership shall be conditioned upon occupancy of the Lot or Home by only a single family as defined in this Declaration and the members of that single family shall be designated "primary occupants." Only the primary occupant(s) shall be entitled to occupy the Lot.

D. Disapproval of Transfer for Good Cause.

1. Approval of the Association for any transfer contemplated by Article X, Section 10.2 above may be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

a. The person seeking approval has been convicted of a crime considered a felony in Florida and which involves violence to persons or property, possession or sale of a controlled substance, a felony of sexual nature or any criminal conviction involving a minor;

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

c. The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;

d. The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

e. The person seeking approval has evidenced an attitude of disregard for Association rules by his conduct in Park Place West as a tenant, owner or occupant of a Parcel or Unit;

f. The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner or provided false information during the application process.

g. The person seeking approval is delinquent in the payment of Assessments, fines or other charges or is in violation of any of the covenants, rules or regulations at the time the application is considered.

h. Approval of the application would cause a violation of the Governing Documents.

10.5 Disapproval by Association. If the Association shall disapprove a transfer of



ownership or possession of a Unit or Parcel for good cause as provided above, the transfer shall not be made and shall be void.

10.6 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an Institutional Lender or other mortgagee approved by the Association that acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings.

10.7 Unauthorized Transactions. Any sale or mortgage not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

10.8 Fees and Deposits Related to the Sale of Parcels. Whenever the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association shall charge the owner a capital contribution assessment in the amount of one thousand five hundred dollars (\$1,500.00) and a fee for processing the application, such fee not to exceed the maximum amount allowed by law as the same may be amended from time to time. The due date for payment of the capital contribution assessment shall be the date of closing of the transfer. Payment of the capital contribution assessment shall be the legal and personal obligation of the transferee (i.e., the new owner). The funds derived may be used at the discretion of the board of Directors for any purpose permitted by the Governing Documents or Florida Law. Capital contribution fees shall be collected in accordance with Article IV as if they were an assessment. The Association may also require any deposits that are authorized by the Homeowners' Act, as may be amended from time to time.

10.9 Additional Provisions for Leases. The provisions of these Governing Documents shall be deemed expressly incorporated into the lease of any Parcel or Unit. An Owner may lease a Parcel or Unit only in accordance with the following provisions:

A. Only entire Units may be leased. Units may not be rented or leased until the owner has held title to the Unit for at least thirty-six (36) consecutive months. The minimum leasing period is ninety (90) days and the maximum leasing period is twelve (12) months. No Unit may be leased more than three (3) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No Unit may be used on a "time share" basis. No subleasing or assignment of lease rights is allowed unless approved by the Board. No individual rooms may be rented, and no transient tenants may be accommodated. During the term of the lease, no one but the tenant, his family within the first degree of relationship by blood, adoption or marriage, may occupy the Parcel.

B. "Leasing" herein specifically includes, but is not limited to, arrangements such as those facilitated by Airbnb, Flip Key, Craigslist.com, VRBO, Tripping.com, House Trip, Luxury Retreats, HomeAway or any similar sites, regardless of whether the arrangements are classified or described as something other than a lease, (for example but without limitation, classifying the arrangement as a license, rental, guest occupancy or use right).

C. No Owner nor anyone on their behalf shall publish or cause to be published any advertisement, notice, solicitation or communication of any type in any form of media, including but not limited to television, radio, internet website, newspaper or magazine that indicates or suggests that a Parcel or Unit or portion thereof may be leased more than three (3) times per

calendar year or for a lease term less than ninety (90) days. Without limiting any other Association remedies for violations, all Owners are hereby deemed to authorize the Association to send a copy of this provision to any applicable leasing agent or realtor, or to the publisher or operator of any such sites or media outlet, as instruction that the advertisement be immediately removed.

D. An Owner intending to lease his Lot or Home must obtain approval from the Board as provided above in this Article X. Approval if given is limited to the lease term; each tenant is subject to a new review and application at the expiration of the lease term.

E. All applications for authority to lease shall be accompanied by an application fee as established by the Board. The legal responsibility for paying all Assessments may not be delegated to the tenant.

F. Any lease entered into without Board approval, or in violation of the above provisions, shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the tenant on seven (7) days' notice in accordance with Chapter 83, Fla. Statutes, without securing consent to such eviction from the Owner, and the Owner will be subject to fines, suspensions and other legal and equitable remedies available to the Board.

G. The Board may require tenants to place a security deposit with the Association in an amount up to one (1) month's rent to cover damage to the Common Areas by the tenant, his guests or invitees.

H. All of the provisions of this Declaration and the Governing Documents pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Parcel or Unit as a tenant or Guest, and a covenant upon the part of each occupant and Guest to abide by the rules and regulations of the Association and the provisions of the Association documents, and designating the Association as the Owner's agent for the purpose of, and with the authority to, terminate any such lease or occupancy agreement in the event of a violation by the tenant of such covenants and evict such tenant, shall be an essential element of any lease or occupancy agreement, whether oral or written, and whether specifically expressed in such lease or agreement or not.

10.10 Occupancy in Absence of Owner. If the Owner and his family who permanently reside in the Unit are absent and are not occupying the Unit, and the Unit has not been leased, the Owner may permit his Unit to be occupied by his invitees only in accordance with the following:

A. Guests or any other persons occupying the Unit in the absence of the Owner for more than two (2) weeks, consecutive or non-consecutive, in any twelve (12) month period, shall be deemed a tenant (regardless of whether a lease exists or rent is paid) and subject to the leasing and approval provisions as provided in Article X herein.

B. All overnight occupants who are not accompanied by Owners must be registered with the Association through its management company at least five (5) days in advance of the unaccompanied overnight Guests staying in the Unit. The Owner shall submit the names of all houseguests, the length of their stay, and any other relevant information required by the Board, including, but not limited to vehicle information, in writing to the Board of Directors or its designee.

C. Upon prior written application by the Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the Board's discretion for the sole purpose of avoiding undue hardship or inequity.

## **ARTICLE XI** **AMENDMENTS**

11.1 Amendments. This Declaration may be amended at any time with approval from a majority (i.e., 51%) of the voting interests who are present and voting, in person or by proxy, at any annual or special members meeting called for the purpose for which due notice has been given and at which a quorum exists. Said amendment shall be effective when a certificate, executed by the Association with same formalities as a deed, is recorded in the Collier County, Florida Public Records.

## **ARTICLE XII** **GENERAL PROVISIONS**

12.1 Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall insure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Parcels has been recorded agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Association and/or the Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them. In any legal proceeding arising out of an alleged failure of a Guest, Tenant, Owner, officer, Director or the Association to comply with the requirements of the law, 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.

12.2 Eminent Domain Proceeds. Any awards for the taking of all or any part of the Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board. The balance of such awards, if any, shall be distributed to the Owners equally.

12.3 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.

12.4 Mailing of Notices. Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last address of the party as shown in Association's records or email if authorized by law. All Owners are responsible for providing the Association with their proper mailing address in writing.

12.5 Savings Clause. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

12.6 Bulk Service Contracts. The Board of Directors may contract for cable television, satellite, telecommunications, broadband, internet, community channel and other services on a bulk basis, on behalf of all Association members, or any portion thereof. The expenses related to any contract shall be deemed assessments for all Association members or assessments only for certain Association members, as applicable, and may be included in the Association's annual budget or levied as a Special Assessment. The Association shall further have the authority to execute and grant such easements, license and other legal documents relating to Park Place West as may be necessary to implement this Section.

12.7 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

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

12.9 Reasonable Accommodations. Notwithstanding anything to the contrary contained herein or elsewhere, the Board of Directors shall make such reasonable accommodations in the rules, regulations and restrictions as required by Federal, State or local law, if such accommodations are necessary to afford a disabled person equal opportunity to enjoy and use the Property. Any such person requesting such an accommodation shall provide the Board with sufficient medical information such that the Board can make a meaningful review of the request. Once the reasonable accommodation is no longer required, the Property shall only be used in conformance with the governing documents, and the Owner at the Owner's expense shall perform any restorative work requested by the Association.

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

### **ARTICLE XIII** **DISCLAIMER OF LIABILITY OF ASSOCIATION**

**13. NOTWITHSTANDING ANYTHING CONTAINED IN THE GOVERNING DOCUMENTS, THE 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**

PROPERTY 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:

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

13.2 THE 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 TORTIOUS ACTIVITIES.

13.3 ANY PROVISIONS OF THE GOVERNING 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 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.

13.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTY 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 CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

13.5 NEITHER THE ASSOCIATION NOR ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ENSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM, RIVER OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR AS IS PROVIDED HEREIN. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, AND ALL PERSONS USING SAME DO SO AT THEIR OWN RISK.

**ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.**

**ALL PERSONS ARE HEREBY ADVISED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.**

**THE WATER IN THE AFOREMENTIONED AREAS IS NOT POTABLE. DO NOT DRINK THE WATER.**

**13.6 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.**

#### **EXHIBITS**

Exhibit "A" - The land subject to this Second Amended and Restated Declaration legally described in the original declaration and amendments thereto.

Exhibit "B" - Second Amended and Restated Articles of Incorporation of Park Place West Association, Inc.

Exhibit "C" - Second Amended and Restated Bylaws of Park Place West Association, Inc.

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OR BOOK

002351

PAGE

## LEGAL DESCRIPTION

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE N  $0^{\circ} 44' 03''$  W, ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION, 200.01 FEET; THENCE LEAVING SAID LINE S  $89^{\circ} 58' 37''$  W, 942.00 FEET; THENCE N  $0^{\circ} 53' 00''$  W, 867.84 FEET TO A POINT ON A CURVE IN THE SOUTHERLY LINE OF IMPERIAL GOLF COURSE BOULEVARD (A 60 FOOT WIDE PRIVATE ROAD); THENCE ALONG SAID LINE ON THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH DELTA  $15^{\circ} 30' 55''$ , RADIUS 370.00 FEET, ARC 100.19 FEET, CHORD N  $81^{\circ} 28' 18''$  E, 99.89 FEET TO A POINT OF TANGENCY; THENCE N  $89^{\circ} 13' 45''$  E, 887.46 FEET TO THE WESTERLY LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE S  $0^{\circ} 53' 00''$  E, ALONG SAID EASEMENT 1094.25 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 15; THENCE N  $89^{\circ} 59' 18''$  W, ALONG SAID SECTION LINE 45.09 FEET, TO THE AFOREMENTIONED POINT OF BEGINNING.

COLLIER COUNTY FLORIDA

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 20.3 ACRES OF LAND INCLUDING A LAKE OF APPROXIMATELY 3.59 ACRES.

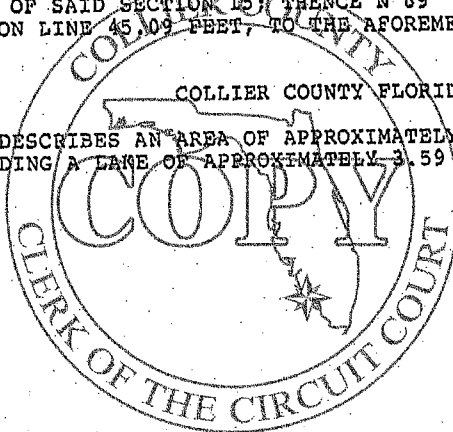


Exhibit "A"

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE AMENDED AND RESTATED ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.**

**SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PARK PLACE WEST ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, these Second Amended and Restated Articles of Incorporation of Park Place West Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on June 29, 1990, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 671.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Second Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. Any capitalized terms herein shall have the same meaning or definition as used in the Second Amended and Restated Declaration of Restrictions and Protective Covenants. The Second Amended and Restated Articles of Incorporation of Park Place West Association, Inc., shall henceforth be as follows:

**ARTICLE I**

**NAME:** The name of the corporation is Park Place West Association, Inc., sometimes hereinafter referred to as the "Association".

**ARTICLE  
II**

**PRINCIPAL OFFICE:** The principal office of the corporation shall be at Sentry Management, Inc., 2180 West SR 434, Ste. 5000, Longwood, FL 32779, or at such other address as the Board of Directors determines from time to time.

**ARTICLE  
III**

**PURPOSE AND POWERS:** This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to the Declaration of Restrictions and Protective Covenants for Park Place West, originally recorded in the Public Records of Collier County, Florida, at O.R. Book 1539 at Page 2338 et seq., and that on April 10, 2002, the Amended and Restated Declaration of

**EXHIBIT B**

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION



Restrictions and Protective Covenants for Park Place West was recorded in Official Record Book 3016, at Page 0513 *et seq.*, of the Public Records of Collier County, Florida, and as further amended, has the powers described herein. The 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 declare any portion of the Property unavailable for occupation or use by Owners, tenants, or guests after casualty, medical crisis or other state of emergency, including during the rebuilding process. Such decision by the Board shall be made only if necessary, to protect the health, safety, or welfare of the Association, Owners, tenants or guests, and to further prevent access by non-residents when the safety of residents and staff so requires it;

(B) 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 property or the corporation;

(C) to make, amend and enforce reasonable rules and regulations governing the use of the Common Areas, Parcels, Units and the operation of the Association;

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

(E) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

(F) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the properties;

(G) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the voting interests of the Association.

(H) 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;

(I) to maintain, repair, replace and provide insurance for the Common Areas;

## EXHIBIT B

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

(J) 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 corporation;

(K) to, regardless of any other provision of the governing documents, take such action as may reasonably appear to be necessary under emergency conditions, including a medical crisis or other state of emergency. This authority includes but shall not be limited to the authority to expend any and all available association funds, including reserves, levy special assessments for heightened cleaning costs related to an Owner's (or his tenant, occupant, guest, invitee and/or licensee) behavior in the midst of a medical crisis, delay any prospective purchaser and/or tenant's move-in date in the midst of a medical crisis or other state of emergency, suspend rental activity in the midst of a medical crisis, and suspend any interior alterations or improvements in a Unit or the Property in the midst of a medical crisis;

(L) to implement a disaster plan prior to, during or after an impending casualty, medical crisis or other state of emergency including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners; and

(M) to exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of the Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the 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 Association, as they may be amended.

#### **ARTICLE V**

**TERM; DISSOLUTION:** The term of the Association shall be perpetual. The 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 Association. Upon dissolution of the 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 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 non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

#### **ARTICLE VI**

#### **EXHIBIT B**

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

BYLAWS: The Bylaws of the 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 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.

(B) Vote Required: These Articles of Incorporation may be amended if the proposed amendment is approved by a majority of the voting interests, voting in person or by proxy, at any annual or special members meeting called for the purpose where a quorum exists.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified 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.

## **ARTICLE VIII**

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws. Directors must be members of the Association.

(B) Directors of the 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 in the manner provided by the Bylaws.

(C) The business of the 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 Association and shall serve at the pleasure of the Board.

## **ARTICLE IX**

INDEMNIFICATION:

To the fullest extent permitted by Florida law, the Association shall indemnify and hold

## **EXHIBIT B**

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

harmless every Director and every officer of the Association against all expenses and liabilities including attorney fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of his or her being or having been a director or officer of the Association. The foregoing right of indemnification shall not apply to:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his or her action was unlawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

(D) Wrongful conduct by Directors or officers, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors vote that the settlement is in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of all other rights to which a Director or officer may be entitled.

**NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE AMENDED AND RESTATED BYLAWS. FOR PRESENT TEXT SEE EXISTING AMENDED AND RESTATED BYLAWS**

**SECOND AMENDED AND RESTATED BYLAWS  
OF  
PARK PLACE WEST ASSOCIATION, INC.**

**1. GENERAL.** These are the Second Amended and Restated Bylaws of Park Place West Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety. Any terms used herein that are defined terms in the Second Amended and Restated Declaration of Restrictions and Protective Covenants for Park Place West, as the same may be amended, shall have the same meaning as set forth in the Declaration.

**1.1 Principal Office.** The principal office of the Association shall be at c/o Sentry Management, Inc., 2180 West SR 434, Ste. 5000, Longwood, FL 32779, or at such other address as the Board of Directors determines from time to time.

**1.2 Seal.** The seal of the Association, if so created by election of the Board, shall be inscribed with the name of the 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.

**2. MEMBERS.** The members of the Association are the record owners of legal title to the sixty (60) Parcels within Park Place West. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Parcel 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 Parcel in the member.
- (B) Delivery to the 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 Parcel is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. No more than one change in the "primary occupants" will be approved in any twelve-month period.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each Parcel owned by them. The total number of possible votes (the voting interests) of the Association is the total number of Parcels in Park Place West. The vote of a Parcel is not divisible. The right to vote may be suspended for non-payment of Assessments or other charges owed to the Association that are delinquent in excess of 90 days. If a Parcel is owned by one (1) natural person, the right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons, that Parcel's vote may be cast by anyone (1) of the record owners. If two (2) or more owners of a Parcel do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a Parcel is other than a natural person, the vote of that Parcel shall be cast by the residential Parcel's Primary Occupant. All votes must be cast by an Owner or Primary Occupant.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a Parcel Owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Parcel at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new member's membership becoming effective as provided for in Section 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

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

### 3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida at a place and on a date so 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 by a majority of the Directors, and also may be called by members having at least twenty percent (20%) 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 Association, or may be furnished by personal delivery or electronic transmission. The members are responsible for providing the Association with

any change of address. The notice must be mailed, transmitted or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Parcel 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. Notice to the members of meeting of the Board, meetings of a committee for which the Act requires notice in the same manner as transmitted in the manner set forth in Section 617.0141, Florida Statutes, as amended from time to time.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the members at which a quorum has been attained shall be binding upon all Parcel 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 person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Parcel, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. 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.

3.7 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. At any reconvened meeting the quorum shall be reduced to twenty-five percent (25%) of the total voting interests.

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

- (A) Call of the roll or determination of quorum
- (B) Reading or disposal of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Unfinished Business

- (G) New Business
- (H) Adjournment

3.9 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 form within thirty (30) days after the meeting.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the 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 Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be not less than three or more than five (5). In order to provide for continuity of experience it is the intention of these Bylaws that a system of staggered terms be created. Upon a majority vote of the total voting interests, Directors shall be elected for two-year staggered terms, and three (3) Directors will be elected in even years and two (2) Directors will be elected in odd years. A Director's term will end at the annual election at which his successor is to be duly elected, unless he 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 a Parcel Owner. In the case of a Parcel owned by a corporation, any officer is eligible for election to the Board of Directors. If a Parcel is owned by a partnership, any partner is eligible to be a Director. If a Parcel is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Parcel is eligible to be elected to the Board of Directors. Any person who is delinquent in any monetary obligation owed to the Association at the time of submitting his notice of candidacy is ineligible to be on the election ballot.

4.3 Nominations and Elections for Directors. Nominations for election to the Board of Directors shall be made at least forty (40) days in advance of the day of election by submitting written notice to the Association. Any nominations received by the Association less than forty (40) days prior to the election shall not be accepted. Any candidates who submit a single sheet of paper (no larger than 8.5 x 11) stating their qualifications for the Board no later than thirty-five (35) days before election are entitled to have that sheet included with the final notice of the election meeting, which shall be sent to the members no later than fourteen (14) days prior to the election, along with a ballot and a proxy. Nominations may not be made from the floor at the election meeting. Election to the Board Directors shall be by secret written ballot, or by limited proxy. At such election the members or their proxies 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 largest number of votes



shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted. The Association may adopt electronic voting procedures in the manner permitted by Chapter 720, Florida Statutes.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the 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 elected at a special meeting of the Board of Directors of the Association. The successor so elected shall fill the remaining unexpired 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 meeting. A Director who ceases to be a Member of the Association, a Director who is more than ninety (90) days delinquent in the payment of any financial obligation to the Association, or a Director who is convicted of a felony in any state, shall become ineligible for Board service on the date of such delinquency or conviction, and his or her seat shall be deemed vacated as of that date.

4.5 Removal of Directors. Any Director who fails to attend three (3) or more meetings of the Board of Directors in a period of twelve (12) consecutive months will automatically be removed from the Board of Directors, and the vacancy shall be filled as provided in Section 4.4 above. Any Director may be removed, with or without cause, by a majority vote of the voting interests, either by a written agreement or at a meeting called for that purpose. If a special meeting is called by twenty percent (20%) 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 signatures. 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 removal is affected by written agreement, the vacancy or vacancies shall be filled as provided for in Section 4.4 above. If removal is affected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his 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 thirty (30) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, or electronic transmission at least forty-eight (48) hours before the meeting.

4.8 Notice to Owners. Meetings of the Board of Directors shall be open to members except for 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 or personnel matters

and notices of all Board meetings, together, shall be mailed seven (7) days (or emailed if allowed by law) in advance of each Board meeting, except in an emergency unless the notice is posted in a conspicuous place forty-eight (48) hours in advance of the meeting. Notice of any Board meeting at which rules affecting the use of a Parcel or special assessments are to be considered shall specifically contain a statement that rules or special assessments will be considered and the nature of the rule or assessments and shall be mailed, delivered or electronically transmitted and posted at least 14 days in advance.

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 means of a conference telephone call or similar communicative arrangement 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 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 Association, or in his 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 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 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 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.

4.16 Emergency Powers. In the event of any "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may declare any portion of the Property unavailable for occupation or use by Owners, tenants, or guests after casualty, medical crisis or other state of emergency, including during the rebuilding process. Such decision by the Board shall be made only if necessary, to protect the health, safety, or welfare of the Association, Owners, tenants or guests, and to further prevent access by non-residents when the safety of residents and staff so requires it.

(B) The Board may regardless of any other provision of the governing documents, take such action as may reasonably appear to be necessary under emergency conditions, including a medical crisis or other state of emergency. This authority includes but shall not be limited to the authority to expend any and all available association funds, including reserves, levy special assessments for heightened cleaning costs related to an Owner's (or his tenant, occupant, guest, invitee and/or licensee) behavior in the midst of a medical crisis, delay any prospective purchaser and/or tenant's move-in date in the midst of a medical crisis or other state of emergency, suspend rental activity in the midst of a medical crisis, and suspend any interior alterations or improvements in a Unit or the Property in the midst of a medical crisis.

(C) The Board may implement a disaster plan prior to, during or after an impending casualty, medical crisis or other state of emergency including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

(D) The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(E) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(F) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(G) Corporate action taken in good faith during what is reasonably believed to be an emergency under this Section to further the ordinary affairs of the Association shall bind

the Association; and shall have the rebuttal presumption of being reasonable and necessary.

(H) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(I) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(J) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, act of war, civil unrest or terrorism, medical crisis or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of, the area in which Park Place West is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

## 5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom must be Directors, and 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 Association to the 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 Association. If the Board so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the 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 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 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 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 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 or by a management company hired for management services by the Association and who is qualified and licensed to perform such duties in the state of Florida. A management company performing the duties described in this section will operate under the supervision of the Secretary while performing these duties.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. The Treasurer shall oversee the disbursement of 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 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 or by a management company hired for management services by the Association and who is qualified and licensed to perform such duties in the state of Florida. A management company performing the duties described in this section will operate under the supervision of the Treasurer while performing these duties.

5.6 Compensation of Officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

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

6.1 Depository. The 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 Board may invest 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 Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each residential unit. Such accounts shall designate the name and mailing address of each residential unit, the amount and due date of each assessment or charge against the residential unit, 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 Association estimated revenues and expenses for each coming fiscal year. Once adopted, the 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. 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.

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more restricted reserve accounts for capital expenditures and deferred maintenance, which may only be used, waived or reduced in the manner provided by Florida Statutes Chapter 720. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget, which may be spent for any purpose 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 quarterly. Written notice of the annual regular assessment shall be sent to the owners of each Parcel at least fourteen (14) days prior to the first 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 fifteen (15) days after the due date shall accrue interest from the due date at the rate of eighteen percent (18%) per annum and shall incur a late fee of five percent (5%) of the assessment, or twenty-five (\$25.00) dollars, whichever is greater.

6.6 Special Assessments. Special assessments may be imposed 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 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 that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Specific Assessments and Re-Sale Capital Assessments. The Association shall also have the authority to levy specific assessments against individual Owners and Parcels, as well as capital contribution assessments when Parcels are transferred.

6.8 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds are a common expense.

6.9 Financial Reports. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The 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.

6.10 Audits. A formal, certified audit of the accounts of the 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.

6.11 Application of Payments and Co-Mingling of Funds. All monies collected by the 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 Parcel owner shall first be applied to late fees, then to interest, then to costs, then to attorney fees, then to other charges, then to fines and then to assessments in the order they came due.

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

**7. RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt, amend and rescind rules and regulations governing the use, maintenance, management and control of the Common Areas, the Parcels, Units and the operation of the Association. Copies of such rules and regulations shall be furnished to each residential Parcel owner.

**8. COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. Fines and Suspensions. The Board, subject to the approval of a fining committee to the extent required by Florida law, may impose a fine or fines against an Owner for failure of the Owner, his family, Guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. The maximum accrued fine for a continuing violation shall not exceed \$5,000.00. Suspensions of the use of common areas, facilities and non-essential services (e.g. bulk cable TV and/or internet) may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and the notice shall include:

- (1) a statement of the date, time and place of the hearing;
- (2) a specific designation of the provisions of Chapter 720, Florida Statutes, the governing documents or the rules which are alleged to have been violated;
- (3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) the possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Recreation Association. The hearing shall be conducted before a panel of three (3) owners appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy and enforce same.

(C) Written Notice of Fine or Suspension. If the Recreation Association imposes a fine or suspension, the Recreation Association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, any tenant, licensee, or invitee of the parcel owner.

(D) Collection of Fines. Any fine not paid within thirty (30) days of the Written Notice in subsection (C) above shall become delinquent. Fines may be treated as an individual assessment subject to the provisions for the collection of assessments set forth in this Declaration and any fine of \$1,000.00 or more may become a lien against a Parcel or Unit. Fines may also be collected utilizing any lawful method. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney fees and costs.

8.2 Suspensions and Fines without Hearing. The foregoing notwithstanding, if allowed by law, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any member for the nonpayment of any monetary obligation that is delinquent in excess of ninety (90) days. The suspension must be approved at a properly noticed board meeting and upon approval, the Association must notify the owner and if applicable, the owner's occupant, lessee, or invitee by mail or hand delivery of the suspension.

8.3 Correction of Health and Safety Hazards. Any violations of the Association rules which creates conditions of the property which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner.

**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 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.

9.2 Vote Required. These Bylaws may be amended if the proposed amendment is approved by a majority of the voting interests, voting in person or by proxy, at any annual or special members meeting called for the purpose.



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 Restrictions and Protective Covenants, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.