

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 333-2992

**CERTIFICATE OF AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BELL TOWER PARK**

THE UNDERSIGNED being the President and Secretary for BELL TOWER PARK PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for Bell Tower Park originally recorded in Official Record Book 4031, at Page 930, et seq., of the Public Records of Lee County, Florida and the amendments to the Articles of Incorporation and Bylaws for Bell Tower Park Property Owners Association, Inc., were duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests in the Association at a members meeting called for that purpose at which a quorum was present held on the 18th day of March, 2013. Dated this 24th day of April 2013.

WITNESSES:

(Sign)

(Print)

(Sign)

(Print)

BELL TOWER PARK PROPERTY OWNERS ASSOCIATION, INC.

BY: David Barnes
President of the Association
David Barnes

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 24th day of April 2013 by David Barnes, as President of BELL TOWER PARK PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced FLD# 8650-111-4630-02 as identification and did take an oath.



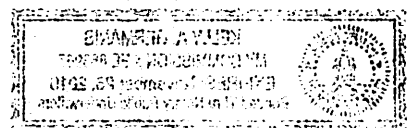
NOTARY PUBLIC:
Kelly A. Germanis
STATE OF FLORIDA (SEAL)
My Commission Expires:

Faint, illegible text, possibly a header or introductory paragraph.

Main body of faint, illegible text, appearing to be several lines of a letter or document.

Handwritten notes or signatures in the lower middle section, including the word "NOTE" and some illegible characters.

Handwritten signature: *Walter A. ...*



(Sign) D. Cory

(Print) Dixie Cory

(Sign) Bonnie L. Schinke

(Print) Bonnie L. Schinke

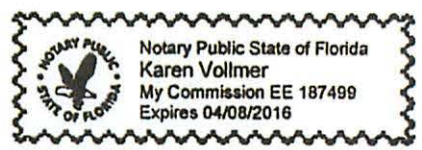
BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC.

BY Richard Roux
Richard Roux
Secretary

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 24th day of April, 2013, by Richard Roux, as Secretary of BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Each of whom is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:



Karen Vollmer
STATE OF FLORIDA (SEAL)
My Commission Expires: 4/8/2016

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BELL TOWER
PARK

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

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BELL TOWER PARK

NOTE: Bell Tower Park Property Owners Association, Inc., was originally established as a Master Homeowners Association governed by Chapter 720 Florida Statutes as it was contemplated that some of the members of the Association would not be owners of condominium units. After completion of the project the Association was determined to be a Master Condominium Association subject to Chapter 718, Florida Statutes because all members are owners of condominium units and there is no additional land that can be added to the project.

KNOW ALL MEN BY THESE PRESENTS that on August 19, 2003 the original Declaration was recorded in Official Record Book 4031, at Page 930 *et seq.*, of the Public Records of Lee County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter the "Property") is legally described as in Exhibit "A" hereto.

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

1. **DEFINITIONS.** The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 718, Florida Statutes (2013), unless otherwise defined below (it being the intent hereof that future amendments to Chapter 718, Florida Statutes (2013) not be retroactively applied):

- 1.1 "Act" shall mean and refer to Chapter 718, Florida Statutes (2013).
- 1.2 "Architectural Review Board" means and refers to the committee described in this Declaration.
- 1.3 "Bell Tower Park" means and refers to and shall be the name of the Properties.
- 1.4 "Board" means and refers to the Board of Directors of the Property Owners' Association which comprises the Real Property described in Exhibit "A-1".
- 1.5 "Common Area" means and refers to all real property which is now or hereafter owned by the Property Owners' Association or dedicated for use or maintenance by the Property Owners' Association or its members by a recorded plat or this Declaration, including, but not limited to, the storm water management system, including dedicated lake tracts, lake maintenance and drainage easements and corresponding infrastructure, tracts for rights-of-way or access easements and corresponding roads and streets, and utility easements or tracts for corresponding sewer and potable water.

1.6 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions for Bell Tower Park, and any amendments hereto.

1.7 "Family" or "Single Family" shall refer to one natural person; or a group of two or more natural persons living together 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.

1.8 "First Mortgagee" means the mortgagee or assignee of a first mortgage against a Parcel or Living Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage 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. The term also refers to any holder of a mortgage against a Parcel or Living Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. A "First Mortgage" is a first mortgage held by a First Mortgagee encumbering a Living Unit.

1.9 "Governing Documents" means and refers to this Declaration, and the Articles of Incorporation, Bylaws, the Rules and Regulations and the Resolutions of the Property Owners' Association; and the Declaration of Condominium or Declaration of Covenants, Articles of Incorporation, Bylaws, Rules and Regulations and Resolutions of each Neighborhood Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.10 "Guest" or "Guests" means any person or persons physically present in, or occupying a Living Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.11 "Lease" means the grant by a living unit owner of a temporary right to occupy the owner's Living Unit for valuable consideration.

1.12 "Living Unit". "Unit" or "Residence" means and refers to any or all the residences, each intended for use and occupancy as a residence for a single family.

1.13 "Member" means and refers to all persons who are members of the Association as provided in this Declaration, and in the Articles of incorporation and Bylaws of the Association.

1.14 "Parcel" or "Parcels" means a portion of the Properties, whether improved or unimproved, which are independently owned and is intended for use and occupancy for up to four hundred seventy eight (478) attached or detached residences for a single family, and which is subject to the Property Owners' Association's lien provided hereunder. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling for which a final certificate of occupancy has been issued shall be deemed to be a separate Parcel. In the case of vacant land or land on which improvements are under construction and for which a final certificate of occupancy has not been issued, the land shall be deemed to be a single Parcel. Wherever herein the term "Parcel" is used, it shall be interpreted as if followed by the words "and Living Unit constructed thereon" except where the context clearly requires otherwise.

1.15 "Neighborhood" shall mean and refer to any condominium, villa, or cluster housing

development sub-area located in Bell Tower Park.

1.16 "Neighborhood Association" shall mean and refer to any homeowners' associations or condominium associations and other similar entity, their successors and assigns, for any particular Neighborhood.

1.17 "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or dedicated for use or maintenance by a Neighborhood Association for the common use and enjoyment of its members, if a Neighborhood is a condominium, the term shall refer to the common elements of the condominium and the real property owned by the Condominium Association.

1.18 "Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, rules and regulations, and any exhibits thereto, imposed by recorded or unrecorded instrument and applicable to one or more specific Neighborhoods but not necessarily to all Neighborhoods.

1.19 "Occupant" or "Occupy" when used in connection with a Living Unit, means any person who is physically present in the Living Unit on two or more consecutive days, including staying overnight.

1.20 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Parcel in Bell Tower Park.

1.21 "Primary Occupant" means the natural person approved for occupancy, together with his family, when title to a Living Unit is held in the name of more than two persons, or by a trustee or a corporation or other entity which is not a natural person.

1.22 "Properties" means and refers to all real property which is subject to this Declaration and includes both Common Area, Parcels, and the Neighborhood Common Areas.

1.23 "Property Owners' Association" shall mean and refer to BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit.

1.24 "Rules and Regulations" means and refers to the administrative rules and regulations governing use of the common area, Parcels, Units and procedures for administering the Property Owners' Association and the Properties, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.25 "Single Family Residence" means and refers to a Living Unit which is restricted to occupancy only by the owner or primary occupant and his family, guests and tenants as further provided herein.

1.26 "Tenant" or "Tenants" means and refers to one who leases or rents from an Owner and holds temporary possession of a Living Unit.

2. PROPERTY OWNERS' ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the BELL TOWER PARK PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation Not For Profit, which shall perform its functions pursuant to the following:

2.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Property Owners' Association is attached as Exhibit "B".

2.2 Bylaws. The initial Bylaws of the Property Owners' Association shall be the Bylaws as attached as Exhibit "C".

2.3 Delegation of Management. The Property Owners' Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Property Owners' Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, with funds made available by the Property Owners' Association for such purposes. The Property Owners' Association and its officers shall, however, retain at all times the powers and duties provided in the governing documents.

2.4 Membership. Every person or entity who is a record Owner of a fee interest in any Parcel located upon the Properties, shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights.

(A) Membership shall become effective upon the occurrence of the last to occur of the following

i. Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the Member.

ii. Delivery to the Property Owners' Association of a copy of the recorded deed or other instrument evidencing title.

iii. Delivery to the Property Owners' Association, if required, of a written designation of a primary occupant.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

2.5 Voting Interests. The Members of the Association are entitled to one (1) vote for each Parcel owned by them, to be cast subject to the limitations and as more particularly set forth in the Association Bylaws. The total number of votes shall not exceed the total number of Parcels subject to this Declaration.

2.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Members is required upon any matter, whether or not the subject of a Property Owners' Association meeting, such decision or approval shall be expressed by the vote of the Parcel Owner or "Voting Member" as more particularly described in the Association Bylaws.

2.7 Change of Membership. Following written approval of the Property Owners' Association, as elsewhere required herein, a change of membership in the Property Owners' Association shall be established by the new owners membership becoming effective as provided above; and the membership of the prior Owner shall thereby be automatically terminated.

2.8 Termination of Membership. The termination of membership in the Property Owners' Association does not relieve or release any former member from liability or obligation incurred under or

in any way connected with the Property Owners' Association during the period of his membership, nor does it impair any rights or remedies which the Property Owners' Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.9 Association As Owner of Parcels. The Property Owners' Association has the power to purchase Parcels and Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

2.10 Membership Roster. The Property Owners' Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request and remittance of a reasonable charge.

2.11 Limitation on Liability. Notwithstanding the duty of the Property Owners' Association to maintain and repair the Common Area, the Property Owners' Association shall not be liable to Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Property Owners' Association, or caused by the elements or Owners or other persons.

2.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Property Owners' Association shall act through its Board of Directors and its officers, and no vote of the members shall be required. The Officers and Directors of the Property Owners' Association have a fiduciary relationship to the members. An Owner does not have the authority to act for the Property Owners' Association by virtue of being an owner.

2.13 Powers and Duties. The powers and duties of the Property Owners' Association include those set forth in the Governing Documents.

3. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

3.1 Creation of Lien and Personal Obligation for Assessments. Subject to the limitations on assessment liability set forth in Sections 3.3 each Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Property Owners' Association:

(A) the Parcel's pro rata share of annual assessments based on the annual budget adopted by the Property Owners' Association;

(B) the Parcel's pro rata share of special assessments for Property Owners' Association expenditures not provided for by annual assessments;

(C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Association Bylaws; and

(D) capital contributions payable at closing to the Property Owners' Association, as determined by the Board.

Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance,

without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to First Mortgagees, no Owner may be excused from the payment of assessments unless all Owners are similarly excused.

3.2 Notwithstanding anything else to the contrary contained herein or elsewhere, as provided in Section 718.116, Florida Statutes, as amended, any person or entity taking title to a unit, including but not limited to via a foreclosure sale, shall be obligated for all past due assessments and other charges due and owing to the Association from the past owner on the day of the sale.

3.3 Share of Assessments. Except as otherwise provided as to certain mortgagees, each Parcel (and the Owner thereof) shall be liable for its pro rata share of all annual and special assessments. All Common Area and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of assessments.

3.4 Establishment of Liens. Any and all assessments levied by the Property Owners' Association in accordance with the provisions of this Declaration, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel and Living Unit against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Parcel and Living Unit assessed. This lien is superior to any Homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments, or release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his unit; the lien shall be perfected from and after the recording in the Public Records of the County of a Claim of Lien by the Property Owners' Association, setting forth the description of the homeowners Parcel, the name and address of the Property Owners' Association and the applicable Neighborhood Association, the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded, and the effectiveness of the lien shall relate back to the date of recording the original Declaration. A Claim of Lien shall secure payment of all assessments due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments, interest, costs and attorney's fees coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a satisfaction.

3.5 Priority of Liens. The foregoing notwithstanding, the Property Owners' Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded First Mortgage, unless the Property Owners' Association's Claim of Lien was recorded prior to the First Mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Property Owners' Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment coming due after foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section, shall be treated as a common expense divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

3.6 Collection of Assessments. If any Owner fails to pay any Assessment, or

installment thereof, within ten (10) days after the due date, the Property Owners' Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Property Owners' Association:

(A) To charge interest on such assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose an administrative late fee of the lessor of Twenty-Five Dollars (\$25.00) or five percent (5%) of the amount due. This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Property Owners' Association in the same manner as that provided pursuant to Florida law for the foreclosure of liens on condominium units for unpaid condominium assessments.

(C) To bring an action at law for a money judgment against the applicable Owners without waiving any lien foreclosure rights of the Property Owners' Association.

3.7 Certificate. The Property Owners' Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer or agent of the Property Owners' Association, setting forth whether said assessments and any other sums due the Property Owners' Association have been paid. Such certificate may be relied upon by all interested persons except the Owner.

3.8 Collection of Property Owners' Association Assessments by Neighborhood Association. Any Condominium Declaration and any Neighborhood Declaration of Covenants shall provide (and if not, shall be deemed to provide) that all of the covenants set forth in this Declaration, including, but not limited to, the affirmative covenants to pay assessments as herein provided shall run with the land and Parcels submitted to Condominium ownership or subject to a Declaration of Covenants and shall be collected by each Neighborhood Association in the same manner as the Neighborhood Association collects its own assessments. Each Neighborhood Association shall collect the assessments payable to the Property Owners' Association for the Parcels it operates and pay same to the Property Owners' Association when the assessment is due. On or before the due date of an assessment adopted by the Property Owners' Association, the Neighborhood Association shall pay to the Property Owners' Association the assessments applicable to the Parcels it operates and/or the Property Owners' Association's pro rata share of any amounts collected.

Within ten (10) days of a written request, a Neighborhood Association shall provide Property Owners' Association with a list of those Owners who have failed to pay the Property Owners' Association assessments. Property Owners' Association may, in addition to pursuing a money judgment, against or the applicable Owner(s), record a Claim of Lien on the applicable Owner(s)' Parcel, and commence an action in equity to foreclose the Claim of Lien.

3.9 Common Areas. No land shall be subject to assessment by the Property Owners' Association if it is a Neighborhood Common Area or Common Area.

4. ARCHITECTURAL AND AESTHETIC CONTROL.

4.1 Necessity of Architectural Review and Approval. Except for improvements or structures or alterations to same made by the Developer, no improvement or structure of any kind,

including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alteration, screen enclosures, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Parcel or the property, nor shall any addition, change or alteration therein or thereof be made, including, but not limited to, changes in exterior colors, finishes and materials, nor any subdivision platting or replatting or any Parcel or Parcels, or the property be made unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Board, which shall consist of the Board of Directors. All plans and specifications shall be evaluated as to harmony of external design and as to conformance with the architectural criteria of the Property Owners' Association.

4.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Board, acting as the Architectural Review Board.

4.3 Powers and Duties of the Board with respect to Architectural Review. The Board shall have the following powers and duties:

(A) To enact 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 Property Owners' 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 one (1) 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, 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 Neighborhood in the Properties, together with a copy of any required governmental permits. The Board may also require submission of samples of building materials and colors proposed for use on any Parcel or Neighborhood and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Board shall have thirty (30) days to respond once all required items and a complete set of plans and specifications have been submitted. Failure to respond within said thirty (30) days shall be deemed an approval.

(C) 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 building 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 Neighborhood 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 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 Property Owners' Association.

(D) 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 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 and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Board. The Board shall be specifically empowered to grant variances form the Covenants, Conditions and Restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for Board approval or proposed improvements. Such fees, if any, shall be payable to the Property Owners' Association, in cash, at the time that plans and specifications are submitted to the Board. In the event such fees, as well as any other costs or expenses of the Board pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien of the Property Owners' Association on the Property.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Board.

4.4 Limitation of Liability. The provisions of this Section 4 are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any person. Review and approval of any application pursuant to this Section 4 is made on the basis of aesthetic considerations, and the review and approval process is not intended to ensure compliance with building codes and other governmental requirements, nor as a representation as to the desirability, suitability or quality of any construction material, method or design. Neither the Property Owners' Association, the Architectural Review Board, the Board, nor any member of the foregoing shall be held liable for soil conditions, drainage or other site work, nor for any defects in plans revised or approved hereunder, or for any injury, damages, nor loss arising out of the manner or quality of approved construction on or modifications to any Parcel.

5. PROPERTY RIGHTS: EASEMENTS.

5.1 Use of Common Area. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over Common Area for use in common with all other Owners, their tenants, guests and invitees, except as otherwise limited in the Governing Documents. Except as otherwise described in this Declaration, restrictions of record, or designated on the survey of the Properties, the portions of the Common Area not used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as common open space in such manner as may be regulated by the Property Owners' Association. These easements shall be appurtenant to and shall pass with the title to every Living Unit subject to the following:

(A) The right and duty of the Property Owners' Association to levy assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

(B) The right of the Property Owners' Association to dedicate or transfer or

grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board or as mandated by this Declaration, any restriction of record or the Plat. No such easement shall materially interfere with the rights of the Owner to use the Common Area for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Common Area and facilities thereon shall extend to the member of his immediate family who resides with him, and to his tenants, guests and invitees subject to regulation from time to time by the Property Owners' Association. Any Owner who leases his Living Unit shall be presumed to have delegated his easements and rights to use the Common Areas to his tenant, and such Owner's easement and right to use the Common Areas shall be suspended during the term of the lease, except that Owner shall be permitted temporary ingress and egress to his Living Unit in order to inspect his Living Unit. It is the intent hereof to prohibit dual usage of the recreation and parking facilities.

5.2 Easement for Repair, Maintenance and Encroachment. If any Living Unit or part of a Living Unit shall encroach upon any of the Common Area or any other Parcel for any reason other than the intentional act of the Owner, or if Common Area shall encroach upon any Living Unit or Parcel, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist. If a building, window, eave, projection, gutter, roof or any other structure on a Parcel (the "Encroaching Parcel") shall encroach upon any adjoining Parcel, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the Owner or Developer, then an easement appurtenant to such Encroaching Parcel, to the extent of such encroachment, shall exist so long as such encroachment shall exist. An easement for repair and maintenance of the improvements shall exist over and across adjoining Parcels. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Property Owners' Association agree that minor encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Property Owners' Association is granted a blanket easement over all Neighborhoods, the Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Declaration.

5.3 Partition: Separation of Interest. There shall be no judicial partition of the Common Area, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Living Unit owned on co tenancy. The ownership of any Parcel and the ownership of the Living Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one Parcel and Living Unit hold membership in the Property Owners' Association.

5.4 Easements. The Association shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as the Association shall deem necessary or desirable, for the proper construction of the Properties, operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration.

Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Living Units. Each Living Unit and Parcel shall be subject to an easement in favor of all other portions of the Properties for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of the party walls, structural supports, roofs, pipes; wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Properties.

5.5 Survey of Bell Tower Park. Each Neighborhood and the Parcels located therein shall be subject to and benefited by those easements set forth herein and in the Survey attached hereto as Exhibit "A-3". Each Neighborhood and the Parcels located therein shall be subject to a perpetual easement in favor of Property Owners' Association for purposes of allowing Property Owners' Association to maintain the lawn and landscaping contained therein as provided elsewhere in this Declaration.

6. MAINTENANCE OF COMMON AREAS AND LIVING UNITS.

6.1 Common Areas. The Property Owners' Association shall maintain repair and replace the Common Areas at the Property Owners' Association's expense. An Owner shall be liable for any maintenance, repairs or replacement of any of the Common Areas caused by the intentional acts of Owner, his family, lessees, invitees and guests.

6.2 Parcels and Living Units. The lawns and landscaping in their original condition as installed by the Developer shall be maintained by the Property Owners' Association at the expense of the Parcel Owners as a common expense through assessments, regular and special. All other portions of a Neighborhood, including the Living Units, shall be maintained by the Neighborhood Associations and their Owners in a safe, clean, orderly and attractive condition, and in harmony with the general character of Bell Tower Park. In the event that an Owner or Neighborhood Association fails or refuses to comply with these provisions, after fourteen (14) days notice and demand from the Association and the Owner's or Neighborhood Association's failure to comply, the Property Owners' Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Neighborhood and its improvements into conformity and the expenses of doing so shall be an obligation of the Neighborhood Association or the Owner collectable as a special assessment. The Property Owners' Association is granted an easement upon the Neighborhood and its improvements for these purposes.

6.3 The surface water management system shall consist of certain water management lakes and ancillary drainage facilities ("Water Management System") constructed in accordance with permits issued by the South Florida Water Management District (the "District"). Upon request by the District, the Developer shall conveyed legal title to the Water Management System to the Property Owners' Association by Quit Claim Deed. The Water Management System shall be Common Area and the Property Owners' Association shall accept all maintenance, repair and replacement responsibilities with respect thereto, including any signage requirements, subject to any mitigation/monitoring and/or financial assurances for which it is responsible. The Association shall have ultimate authority for such operation and maintenance. The Association shall operate and manage lakes included in the Deep Lake Management Plan on file with Lee County Department of Development Services in accordance with the long-term management strategies identified in the Plan, which includes, but is not limited to the perpetual operation and maintenance of the destratification system for the life of the lakes. The Water Management System shall not be available for use by Parcel Owners or Neighborhood Associations. Neither the Property Owners' Association, nor any Parcel Owner shall in any manner

interfere with or alter the Water Management System, interfere with the access rights of any entity responsible for its maintenance, or alter any wetland preservation, conservation, mitigation or upland areas from their natural/permitted condition with the exception of exotic or nuisance exotic removal in accordance with any conservation easement or permit issued by the District. The District may reconfigure the size and location of the lakes. The District shall have an easement over the Properties for purposes of accessing the lakes and ancillary drainage facilities.

All Parcel Owners take title subject to the knowledge that their Parcel may contain or be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under applicable conservation easements. The Property Owners' Association shall accept responsibility for the perpetual maintenance of any Common Area consisting of wetland preservation, mitigation areas or upland buffers which are protected under conservation easements, and shall take all legal action permitted under the Governing Documents as necessary to enforce the conditions of any conservation easement or permit issued by the District.

THE CONSERVATION AREAS DEPICTED ON THE SURVEY ATTACHED HERETO ARE HEREBY DEDICATED AS COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL; WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

6.4 Alterations and Additions. The protection, maintenance, repair, insurance and replacement of the Common Areas is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Areas or the real property owned by the Association costing more than \$75,000.00 in any fiscal year without prior approval of at least a majority of the voting interests present and voting at any annual or special meeting called for the purpose. Alterations or additions costing less than that amount may be made without membership approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Areas or to comply with any local, state or federal law or regulation also constitutes a material alteration or substantial addition to the common elements, no prior membership approval is required.

6.5 Limitation of Liability of Property Owner's Association, notwithstanding the duty of the Property Owner's Association to maintain and repair parts of the Common Area, the Property Owner's Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Area. Further, the Property Owner's Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, regardless of whether or not the same shall have been approved by the Property Owner's Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES

OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE PROPERTY OWNER'S ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE PROPERTY OWNER'S ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE PROPERTY OWNER'S ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMON AREA, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE PROPERTY OWNER'S ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE COMMON AREA HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE COMMON AREA AND THE VALUE THEREOF;

(B) THE PROPERTY OWNER'S 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, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES; AND

(C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO 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 PROPERTY OWNER'S 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.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE COMMON AREA (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE PROPERTY OWNER'S ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE PROPERTY OWNER'S ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "PROPERTY OWNER'S ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE PROPERTY OWNER'S ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

7. INSURANCE. The Property Owners' Association shall obtain and maintain adequate insurance

(with provisions for deductibles) as follows:

(A) Casualty. The coverage shall afford protection as may be appropriate against:

i. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

ii. Such other risks as from time to time are customarily covered with respect to improvements on the Common Area including, but not limited to, flood, vandalism, and malicious mischief. All or any part of such coverage may be extended to include personal property of the Property Owners' Association as the Board may deem desirable. The Property Owners' Association shall act as agent of the Parcel Owners and shall adjust all losses on their behalf. The premiums shall be included as a common expense.

(B) Property Owners' Association's Public Liability. The Property Owners' Association shall at all times maintain a policy of comprehensive liability insurance insuring the Property Owners' Association and its agents, the Board, and the Parcel Owners against liability in connection with the Common Area in such amounts as the Board may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be a common expense.

8. USE RESTRICTIONS.

8.1 Residential Use. Units and Parcels shall be used for single family residential purposes only. No trade or business may be conducted in or from any Parcel. This restriction shall not be construed to prohibit any Parcel Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Living Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. This restriction is intended to prohibit any business conduct that involves: persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation; conditions that are detectable by sight, sound or smell from outside the Living Unit that are not customary for single family residential use; a violation of any zoning or other governmental requirements applicable to Bell Tower Park; activity that is inconsistent with the residential character of the Properties or that is a nuisance, or a hazardous or offensive use, or that threatens the security or safety of other residents of the Properties. The foregoing list of prohibited conduct or activities is intended to be illustrative, but not exhaustive.

8.2 Signs. No Parcel Owner shall post or display, or permit to be posted or displayed, any signs within or outside of his dwelling unit, including, without limitation, "For Sale," "For Rent," "Open House," and similar signs without prior board approval. The foregoing includes signs on the interior of a dwelling which are visible from the exterior of the dwelling.

8.3 Nuisance. Nothing shall be done within any parcel of the property subject to this Declaration which is or may become an annoyance or nuisance to any person. No obnoxious, unpleasant, or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, whether public or private in nature. No Parcel Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other residents. No Parcel Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other residents. All parties shall lower the volume as to the foregoing as of 10:00 p.m. of each day.

8.4 Common Areas. Common Areas shall only be used for their intended purposes. No Parcel Owner or resident shall make any use of any Common Area in such a manner as to abridge the equal rights of the other residents to their use and enjoyment, nor shall any Parcel Owner or resident remove, prune, cut, damage, or alter any trees or other landscaping located in the Common Areas. The sidewalks, entrances and all passageways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

8.5 Speed Limits. All residents and their guests shall observe all posted speed limit signs within the subdivision.

8.6 Storage and Display of Personal Property and Other Materials. The personal property of all Parcel Owners and residents shall be stored within their dwelling units or in assigned storage spaces, and shall not be stored or left on any of the Common Elements. No garbage cans, supplies, milk bottles, or other articles shall be placed on the Common Elements except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios, balconies or entry ways, or be exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the property subject to this Declaration nor shall clothes be hung anywhere within the property except within a dwelling unit.

8.7 Discharge of Materials from Units. No Parcel Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways, balconies or doors, nor shall a Parcel Owner sweep or throw any dirt or other substance from his dwelling unit or onto the Common Elements.

8.8 Garbage Disposal. Refuse and bagged garbage shall be deposited only in the area provided therefor.

8.9 Agents of the Property Owners' Association. Agents or employees of the Property Owners' Association shall not be sent off the premises by any Parcel Owner or resident at any time for any purpose. No Parcel Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Property Owners' Association.

8.10 Parking of Automobiles. The parking facilities shall be used in accordance with the regulations adopted by the Board from time to time. No vehicle which cannot operate on its own power shall remain on the Properties for more than forty-eight (48) hours, and no repair of vehicles shall be made on the Properties. All vehicles owned by a Parcel Owner shall at all times be parked within the garage area or driveway permanently assigned to such Parcel Owner; and may not be parked on other areas of the Properties. All vehicles of guests shall be parked in the Owner's driveway or designated guest parking areas. Parcel Owners and residents shall not park their vehicles in any areas designated for guest parking. The Association shall have the right to order the towing of any vehicle, at the Owner's expense, not complying with the above rules.

8.11 Boats and Trailers. No Parcel Owner shall store or leave any boat or trailer on the Properties; however, an Owner may store a boat or trailer in the garage area assigned to such Owner if the boat or trailer fits in the garage with the garage door closed. Nothing contained herein shall be interpreted to allow a Parcel Owner to park his other vehicles anywhere other than in the garage area or driveway assigned to the Owner.

8.12 Garage Areas. All garage doors shall be kept closed at all times except when entering and exiting the garage area or when the Parcel Owner is physically present in the garage area. Any

Parcel Owner desiring to paint the garage door assigned to the Unit shall only use paint of the type and color specifically designated by the Board. Further, the Association may require a Parcel Owner to paint such garage door if, in the reasonable discretion of the Association, the garage door is in need of repainting. All garages are intended for use as a parking and storage area for vehicles, tools and other personal items in the customary manner for a residential dwelling. No garage may be converted to living or other use that is not described in the preceding sentence.

8.13 Alterations and Improvements. No awning, canopy, shutter, antenna, satellite dish or other projection shall be attached to or placed upon the outside walls, doors or roof of a dwelling unit or building, without the written consent of the Board of Directors of the Association. No balcony or pool area may contain or include an unapproved screen enclosure or other similar structure unless the Parcel Owner has first obtained the written consent of the Board of Directors or the Architectural Control Committee, as the case may be. The Board may adopt plans and specifications permitting the construction and/or installation of screen enclosures or other similar structures, it being the Developer's intention to maintain a uniform appearance of balcony areas in the Properties. No Parcel Owner may make any structural or non-structural alterations or additions to any structure or Common Area without the express written consent of the Board of Directors or Architectural Control Committee, as the case may be. No Owner may make any change to the exterior of the dwelling unit, or to the interior of the dwelling unit if visible from outside the dwelling unit, without the express written consent of the Board.

8.14 Hazardous and Flammable Materials. No flammable, combustible, or explosive fluid, chemical or substance shall be kept on the Properties, except such as are required for normal household use.

8.15 Absence from Unit. Each Parcel Owner who plans to be absent from the dwelling unit during the hurricane season must prepare the dwelling unit prior to departure.

8.16 Food and Beverage Consumption. Food and beverage may not be consumed outside of a dwelling unit, except for in such areas as are designated by the Board of Directors of the Association.

8.17 Pet Restrictions. Owners shall be permitted to keep two (2) domestic cats, two (2) domestic dogs, or one (1) domestic cat and (1) domestic dog in a dwelling unit. No Pit Bulls shall be allowed. The Board may require the permanent removal from the Properties of any such pet that becomes a source of annoyance or nuisance to any other Owner or resident. Owners keeping domestic animals shall be responsible for pet droppings and for any inconvenience or damage caused by such animal. All Parcel Owners must take a pooper scooper or similar device with them when walking their pet. All dogs and cats shall be kept leashed when not confined to the Owner's Unit. Guests and tenants shall not be allowed to have pets.

8.18 Improper and Unlawful Uses. No improper, offensive, hazardous or unlawful use shall be made of any Parcel.

8.19 Hurricane Shutters. Hurricane shutters shall be placed in the closed or down position not more than ten (10) days prior to a hurricane being eminent, and shall be removed or opened not more than ten (10) days after a storm has passed. The Board of Directors may promulgate and amend additional rules governing hurricane shutters from time to time.

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

person for any reason whatsoever, any permission or approval so granted shall be binding upon all persons.

10. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Neighborhood Association, Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported as soon as reasonably possible to a member of the Board of Directors or agent of the Association. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Property Owners' Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Property Owners' Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Property Owners' Association shall have the ability to take any action to compel compliance as set forth below.

10.1 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 Property Owners' 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 Property Owners' Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. The Property Owners' Association may also take legal action against any Neighborhood Association which fails to make a reasonable effort to enforce any restrictive covenants or affirmative obligations under the Bell Tower Park documents or the Neighborhood Association Covenants, where such failure has an adverse impact on the appearance of the Properties or the operation of the Property Owners' Association.

10.2 Entry by Property Owners' Association. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Property Owners' Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Neighborhood or Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Property Owners' Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

10.3 Fines and Suspensions. The Property Owners' Association may suspend use rights and/or 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, in the manner required by law.

10.4 Storm Water Management. The Parcel Owners and other beneficiaries of the dedicated property and corresponding infrastructure, including the storm water management system, shall have the legal right to enforce the maintenance covenants pertaining to such systems against the Association.

11. LEASING. CONVEYANCE. DISPOSITION.

11.1 Forms of Ownership:

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

(B) Co-ownership. Co-ownership of Parcels is permitted. If the co-owners are other than husband and wife, the Board shall require one of the co-owners to be designated as "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section.

(C) Ownership by Corporations or Trusts. 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, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. A trustee, corporation or other entity may be an Owner as long as there is a designation of one natural person to be the "primary occupant", and the use of the Parcel by other persons shall be as though the primary occupant were its only actual Owner. No more than one change in the "primary occupant" will be approved in any twelve-month period.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only member from such Parcel, and occupancy of the Parcel shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall acquire occupancy rights. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Property Owners' Association matters to any one remainderman, subject to approval by the Property Owners' Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

11.2 Leasing. Only entire Living Units may be leased. The minimum leasing period is thirty (30) days. No Living Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Property Owners' Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Property Owners' Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

12. DURATION OF COVENANTS: AMENDMENT OF DECLARATION.

12.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Property Owners' Association, and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration (as amended to that date by the membership as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods

hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the entire membership, at a duly held meeting of members of the Property Owners' Association, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Property Owners' Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Property Owners' Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

12.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by one-fourth (1/4) of the voting interests. If by petition, the proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting.

12.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by a majority of the voting interests present and voting at any annual or special meeting called for the purpose, provided that the text of each proposed amendment has been given to the Members with notice of the meeting. No amendment shall change any Parcel's share of liability for assessments or any Owner's voting rights, unless the Owner consents to the amendment.

12.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by officers of the Property Owners' Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Lee County, Florida.

12.5 Amendments Affecting Storm Water Management System. No amendment to this Declaration or its exhibits which affects the storm water management system shall be valid without the approval of the South Florida Water Management District.

13. CAPITAL CONTRIBUTION. At the time of the closing on the sale of a Parcel to an owner, the purchaser shall be required to pay to the Property Owners' Association a four hundred dollar (\$400.00) fee in addition to other assessments against the Parcel. This sum shall be used for start up costs and as working capital for the Association. This payment shall not be refundable or applied as a credit against the Parcel Owner's payment of assessments. The contributions required by this Section shall constitute an assessment against the Parcel and shall be subject to the same lien rights and other rights of collection applicable to all other assessments.

14. GENERAL PROVISIONS.

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

14.2 Severability. If any section, subsection sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

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

14.4 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Property Owners' Association at the time of such mailing. The Owner bears the responsibility for notifying the Property Owners' Association of any change of address.

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

EXHIBIT "A"

BELL TOWER PARK

A PARCEL OF LAND BEING A PART OF THE NORTH ½ OF SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE N89°09'20"E ALONG THE NORTH LINE OF THE NORTH ½ OF THE NORTH ½ OF SAID SECTION 25, A DISTANCE OF 683.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°09'20"E ALONG SAID NORTH LINE, A DISTANCE OF 4437.34 FEET TO THE SOUTHEAST CORNER OF CAMELOT SUBDIVISION AS RECORDED IN PLAT BOOK 29, PAGE 137 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE ABANDONED SEABOARD AIR LINE RAILROAD RIGHT OF WAY AS DESCRIBED IN DEED BOOK 111, PAGE 146 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S00°39'12"E ALONG SAID WESTERLY LINE, A DISTANCE OF 1324.29 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH ½ OF THE NORTH ½ OF SECTION 25; THENCE S89°09'20"W ALONG SAID SOUTH LINE, A DISTANCE OF 4192.79 FEET; THENCE S00°50'40"E, A DISTANCE OF 2.00 FEET; THENCE S89°09'20"W, A DISTANCE OF 172.94 FEET; THENCE S00°49'50"E, A DISTANCE OF 290.12 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ANDREA LANE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1249, PAGE 733, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S87°08'16"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 74.05 FEET; THENCE N00°49'50"W, A DISTANCE OF 374.95 FEET; THENCE S89°10'10"W, A DISTANCE OF 600.81 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TAMiami TRAIL (STATE ROAD 45) AND BEING 83 FEET FROM THE CENTERLINE; THENCE N00°30'06"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 114.00 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3054, PAGE 2652 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N89°10'10"E ALONG SAID SOUTH LINE, A DISTANCE OF 600.16 FEET TO A POINT ON A LINE PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE OF TAMiami TRAIL (STATE ROAD 45); THENCE N00°30'06"W ALONG SAID PARALLEL LINE, A DISTANCE OF 1130.08 FEET TO THE POINT OF BEGINNING. CONTAINING 137.03 ACRES, MORE OR LESS.

EXHIBIT "A-1"

BELL TOWER PARK, SECTION ONE

A PARCEL OF LAND BEING A PART OF THE NORTH ½ OF SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

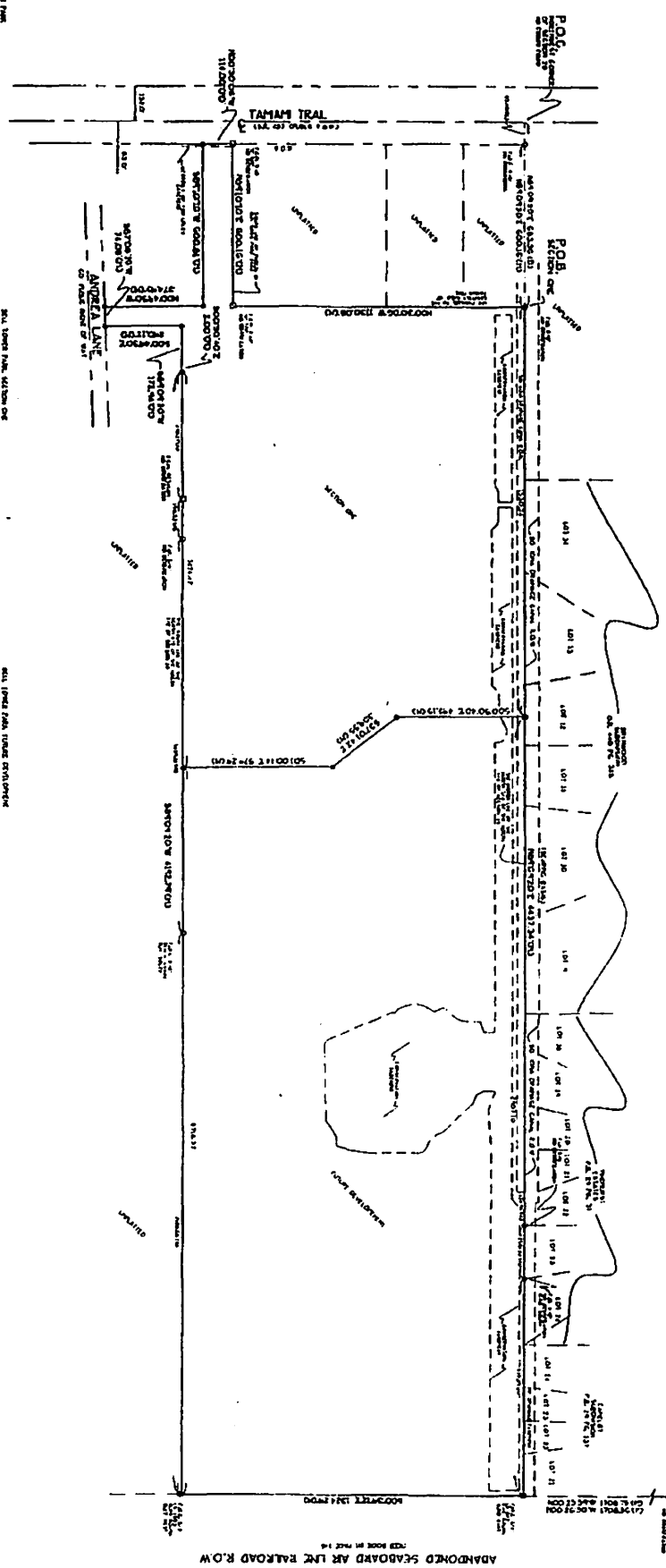
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE N89°09'20"E ALONG THE NORTH LINE OF THE NORTH ½ OF THE NORTH ½ OF SAID SECTION 25, A DISTANCE OF 683.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°09'20"E ALONG SAID NORTH LINE, A DISTANCE OF 1530.24 FEET; THENCE 500°50'40"E ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 495.15 FEET TO AN ANGLE POINT; THENCE 537°01'42"E, A DISTANCE OF 309.55 FEET TO AN ANGLE POINT; THENCE S01°00'14"E, A DISTANCE OF 579.29 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH ½ OF THE NORTH ½ OF SECTION 25; THENCE S89°09'20"W ALONG SAID SOUTH LINE, A DISTANCE OF 1474.47 FEET; THENCE 500°50'40"E, A DISTANCE OF 2.00 FEET; THENCE S89°09'20"W, A DISTANCE OF 172.94 FEET; THENCE 500°49'50"E, A DISTANCE OF 290.12 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ANDREA LANE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1249, PAGE 733, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S87°08'16"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 74.05 FEET; THENCE N00°49'50"W, A DISTANCE OF 374.95 FEET; THENCE S89°10'10"W, A DISTANCE OF 600.81 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TAMiami TRAIL (STATE ROAD 45) AND BEING 83 FEET FROM THE CENTERLINE; THENCE N00°30'06"W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 114.00 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3054, PAGE 2652 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N89°10'10"E ALONG SAID SOUTH LINE, A DISTANCE OF 600.16 FEET TO A POINT ON A LINE PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE OF TAMiami TRAIL (STATE ROAD 45); THENCE N00°30'06"W ALONG SAID PARALLEL LINE, A DISTANCE OF 1130.08 FEET TO THE POINT OF BEGINNING. CONTAINING 51.68 ACRES, MORE OR LESS.

BELL TOWER PARK
 LYING IN
 SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
 LEE COUNTY, FLORIDA

CONDO PLAY BOOK PAGE
 SHEET 1 OF 1

PREPARED BY
MD MORRIS - DEPEW ASSOCIATES, INC.
 ENGINEERS - PLANNERS - ARCHITECTS & SURVEYORS
 2111 South Shore • Tallahassee, Florida 32309 • P.O. Box 200

LEGEND
 1. 1/4" = 100' (Horizontal Scale)
 2. 1/4" = 10' (Vertical Scale)
 3. 1/4" = 10' (Diagonal Scale)
 4. 1/4" = 10' (Curved Scale)
 5. 1/4" = 10' (Circular Scale)
 6. 1/4" = 10' (Irregular Scale)



ALL LOTS ARE TO BE CONVEYED TO THE CONDO PLAY BOOK OWNERS OF EACH LOT IN ACCORDANCE WITH THE CONDO PLAY BOOK DOCUMENTS AND THE CONDO PLAY BOOK DOCUMENTS SHALL BE THE ONLY DOCUMENTS THAT SHALL CONTROL IN THE EVENT OF A DISPUTE.

ALL LOTS ARE TO BE CONVEYED TO THE CONDO PLAY BOOK OWNERS OF EACH LOT IN ACCORDANCE WITH THE CONDO PLAY BOOK DOCUMENTS AND THE CONDO PLAY BOOK DOCUMENTS SHALL BE THE ONLY DOCUMENTS THAT SHALL CONTROL IN THE EVENT OF A DISPUTE.

ALL LOTS ARE TO BE CONVEYED TO THE CONDO PLAY BOOK OWNERS OF EACH LOT IN ACCORDANCE WITH THE CONDO PLAY BOOK DOCUMENTS AND THE CONDO PLAY BOOK DOCUMENTS SHALL BE THE ONLY DOCUMENTS THAT SHALL CONTROL IN THE EVENT OF A DISPUTE.

NOTED: THIS PLAN IS BASED ON THE RECORDS OF THE COUNTY OF LEE, FLORIDA, AND THE RECORDS OF THE COUNTY OF LEE, FLORIDA, AND THE RECORDS OF THE COUNTY OF LEE, FLORIDA. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROPERTY AND HAS RELIED ON THE RECORDS OF THE COUNTY OF LEE, FLORIDA, AND THE RECORDS OF THE COUNTY OF LEE, FLORIDA, AND THE RECORDS OF THE COUNTY OF LEE, FLORIDA.

FORWARD: 5/20/21
 PROFESSIONAL LAND SURVEYOR AND ARCHITECT
 PAUL SWANSON

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

BELL TOWER PARK PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation Bell Tower Park Property Owners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name March 12, 2002, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.0201(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

NOTE: Bell Tower Park Property Owners Association, Inc., was originally established as a Master Homeowners Association governed by Chapter 720 Florida Statutes as it was contemplated that some of the members of the Association would not be owners of condominium units. After completion of the project the Association was determined to be a Master Condominium Association subject to Chapter 718, Florida Statutes because all members are owners of condominium units and there is no additional land that can be added to the project.

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Bell Tower Park Property Owners Association, Inc., and its address is 5100 Bell Tower Park Blvd., Ft. Myers, FL 33912.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Bell Tower Park located in Lee County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earning of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions for Bell Tower Park, and the Bylaws; and it shall have all of the powers and duties reasonably necessary to operate the Condominiums pursuant to the condominium documents as they may hereafter be amended, including but not limited to the following:

ARTICLES OF INCORPORATION

EXHIBIT "B"

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property and association property.
- (C) To purchase insurance for the protection of the Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration.
- (G) To enforce the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement in the manner provided in the Declaration.

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 of the Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

ARTICLES OF INCORPORATION EXHIBIT "B"

- (A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominiums, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

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

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than five (5) Directors.
- (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 each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Association.

- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided by Florida law, a proposed amendment shall be adopted if it is approved by at least a majority of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by written consent two thirds (2/3) of the total voting interests. The Board of Directors may amend these Articles to correct scrivener's errors or omissions, and amend and restate the Articles in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Lee County, Florida, with the formalities required by the Condominium Act.

ARTICLE VIII

INDEMNIFICATION.

- (A) Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.
- (B) Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or

proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

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

(D) Miscellaneous. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

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

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

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

AMENDED AND RESTATED BYLAWS

OF

BELL TOWER PARK PROPERTY OWNERS ASSOCIATION, INC.

NOTE: Bell Tower Park Property Owners Association, Inc., was originally established as a Master Homeowners Association governed by Chapter 720 Florida Statutes as it was contemplated that some of the members of the Association would not be owners of condominium units. After completion of the project the Association was determined to be a Master Condominium Association subject to Chapter 718, Florida Statutes because all members are owners of condominium units and there is no additional land that can be added to the project.

1. **GENERAL.** These are the Amended and Restated Bylaws of Bell Tower Park Property Owners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating condominiums pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Association is at 5100 Bell Tower Park Blvd., Ft. Myers, FL 33912.

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

1.3 **Definitions.** The definitions set forth in the Declaration shall apply to terms used in these Bylaws.

2. **MEMBERS.**

2.1 **Qualifications.** The members of the Association shall be the record owners of legal title to the units in condominiums governed by this Association. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.
- (B) Approval by the Board of Directors as provided for in the Declaration.

BYLAWS
EXHIBIT "C"

- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.
- (D) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Interest. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of units. The vote of a unit is not divisible. If a unit is owned by one natural person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is a corporation, partnership, trust or other entity other than a natural person, the vote of that unit shall be cast by any officer, director, partner or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit 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. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 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 which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year in the month of March. The annual meeting shall be held in Lee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed or electronically transmitted to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association with notice of any change of address. The notice of meeting must be mailed, electronically transmitted or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing, transmission or delivery shall be retained in the Association records as proof of mailing. If ownership of a unit is transferred after notice has been mailed, 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 waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting.

3.5 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of any voting members, so as to reduce the number of voting interests represented below the number required for a quorum shall not affect the validity of any action taken at the meeting before or after such person leaves.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is 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 unit, 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. Holders of proxies need not be members. No proxy shall be valid if it names more than one 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.

3.8 Participation at Meeting By Remote Communication. Unless prohibited by the Condominium Act, if authorized by the Board of Directors as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board of Directors may adopt, members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(A) Participate in the meeting.

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

1. The corporation implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and
2. The corporation implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

3.9 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether 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 at the continuance, provided a quorum is then present, in person or by proxy.

3.10 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) Unfinished Business
- (F) New Business
- (G) Adjournment

3.11 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.12 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with the law, with the Declaration, or with these 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.

3.13 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, setting forth the action

to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes.

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 of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be five (5). The system of staggered terms previously established shall be maintained. All Directors shall be elected for two (2) year terms. 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 in 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 in Section 4.4 below.

4.2 Qualifications. Directors must be members of the Association or a spouse of a member. In the case of a unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a unit is owned by a partnership, any partner is eligible to be a Director. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners is eligible to be elected to the Board of Directors. In addition, any person designated as the "voting representative" under Section 2.2 may serve as a Director.

4.3 Nomination and Elections. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 1/2 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. 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 by written ballot in the same

manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally, by mail, telephone, electronic transmission or telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meetings (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding unit use will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be governed by the provisions of Section 4.8 of these Bylaws.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be 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 exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by 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. Directors may not vote or participate by proxy at Board meetings.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A

director who is present at a meeting of the Board shall be deemed to have voted in favor of any 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. Action required or permitted by Florida law or the Condominium Documents to be taken at a Board meeting may be taken without a meeting if all Directors sign written consents describing the action taken. Action taken without a meeting is effective when the last written consent is obtained, unless the written consent specifies a different effective date.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

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

4.14 Compensation of Directors and Officers. 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 relating 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 as the Board deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee which advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the provisions of Section 4.8 of these Bylaws. All other committees shall not be subject to Section 4.8 of these Bylaws.

4.16 Emergency Powers. In the event of an "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 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.
- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) 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.

- (D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) For purposes of this Section only, an “emergency” exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:
 - 1. a state of emergency declared by local civil or law enforcement authorities;
 - 2. a hurricane warning;
 - 3. a partial or complete evacuation order;
 - 4. federal or state “disaster area” status; or
 - 5. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of a condominium or any common elements or association property, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.
 - 6. An “emergency” also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar event. 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, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two 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 Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he 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. He shall execute bonds, mortgages and other contracts requiring 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 all 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 the standing committees when required. He shall give, or cause to be given, 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. He 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 condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

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 insured financial institutions authorized to do business 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 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed or electronically transmitted to the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a members' meeting called for that purpose. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly assessment paid by unit owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency reserves" as defined in Rule 61B-22.001(4), Florida Administrative Code, as the same may be amended from time to time. The purpose of these contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

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. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Written notice of any Board meeting at which a non-emergency special assessment will be considered, must be mailed or electronically transmitted to all unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding. The premiums on such insurance or bonds shall be a common expense.

6.8 Financial Statements. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association ~~from the third party~~, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed, ~~or hand delivered~~, or available electronically to the unit owner, without charge, upon receipt of a written request from the unit owner.

6.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

7. RULES AND REGULATIONS: USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits contained in the Declaration.. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced. Rules regarding unit use shall be adopted by the Board of Directors as set forth in Section 4.8 hereof.

8. COMPLIANCE AND DEFAULT: REMEDIES. In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

8.1 Fines/Suspensions. The Board of Directors may levy reasonable fines and suspend use rights (if allowed by law) against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines or suspensions shall be as follows:

- (A) The party against whom the fine or suspension is sought to be levied shall be afforded an opportunity for hearing before a committee of other unit owners 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 statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,
 - (3) A short and plain statement of the matters asserted by the Association; and,
 - (4) The amount of the proposed fine or description of suspension to be imposed.
- (B) The party against whom the fine or suspensions may be levied or imposed shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The unit owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.
- (C) 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 because of the failure of the member to pay assessments or other charges when due.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" in Section 718.1255 Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the

intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

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

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least a majority of the voting interests present and voting in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. The Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

9.4. Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

10. MISCELLANEOUS.

10.1 Gender. 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. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument 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 or Articles of Incorporation, the provisions of the Declaration and of the Articles of Incorporation shall prevail over the provisions of these Bylaws.