

This instrument prepared by:

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**CERTIFICATE OF THIRD AMENDMENT
TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
THE PLACE**

THE THIRD AMENDMENT to the Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place, are made this 3 day of MARCH, 2021, by The Place at Corkscrew, LLC, a Florida limited liability company ("Declarant").

WHEREAS, the original Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place is recorded at Instrument Number 2017000047834, and as may have been subsequently amended, in the Public Records of Lee County, Florida ("Master Declaration"); and

WHEREAS, pursuant to Section 14.3 of the Master Declaration, the Declarant reserved the unilateral right to amend the Master Declaration prior to Turnover; and

WHEREAS, Turnover has not yet occurred; and

NOW THEREFORE, pursuant to the reserved rights recited above, the Declarant hereby amends the Master Declaration as set forth on **Exhibit "A"** attached hereto.

Witnesses (2):

THE PLACE AT CORKSCREW, LLC
a Florida limited liability company

Sign: [Signature]
Print: RAY BLACKSMITH.
Sign: Cheryl Smith
Print: Cheryl Smith

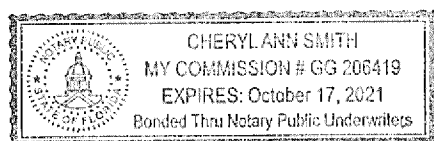
By: Corkscrew Farms, LLC
a Florida limited liability company
Its: Authorized Member
By: [Signature]
Print: Joseph Cameratta
Title: Manager

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of March, 2021, by **Joseph Cameratta**, as **Authorized Member** of **Corkscrew Farms, LLC**, a Florida limited liability company, as **Manager** of **The Place at Corkscrew, LLC**, a Florida limited liability company, who is personally known to me.

(Notary Seal/Stamp)

Notary Public



Sign: Cheryl A. Smith
Print: _____

EXHIBIT "A"

**THIRD AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
THE PLACE**

The Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place shall be amended as follows:

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

Amendment 1:

1. DEFINITIONS. (Section 1 unchanged)

Sections 1.1 through 1.17 unchanged.

1.18. "Governing Documents" means and refers to this Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Resolutions, and any other documents governing the use of the Land subject to this Declaration. ~~Declarations of Condominium, Neighborhood Declarations, and related documents, shall not be considered part of the Governing Documents.~~ In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

Sections 1.19 through 1.23 unchanged.

~~1.24. "Neighborhood" shall mean and refer to each separately developed and denominated portion of the Land designated by Declarant as a Neighborhood in this Declaration, or any amendment thereto, or in a Neighborhood Declaration, Declaration of Condominium, or otherwise. Declarant may or may not choose to dedicate any area in the Community as a Neighborhood.~~

~~1.25. "Neighborhood Assessments" shall mean Assessments levied against Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.~~

~~1.26. "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association or any other such entity created to administer or manage the common interests of Owners within a Neighborhood.~~

~~1.27. "Neighborhood Common Area" shall mean and refer to all real property, including any improvements and fixtures thereon, owned, leased, or the use or maintenance responsibility of which has been granted to a Neighborhood Association for the use (on an exclusive or non-exclusive basis) of its members. If a Neighborhood is a condominium, the term "Neighborhood Common Area" shall refer to the common elements of the condominium and any real property owned by the condominium association.~~

~~1.28. "Neighborhood Declaration" shall mean and refer to any and all covenants, conditions, restrictions, declaration of condominium and other provisions imposed by recorded instrument and applicable to one or more specific Neighborhoods, but not to all Neighborhoods, and which is executed, or consented to, by Declarant. Neighborhood Declarations shall be subject to the terms of this Declaration.~~

~~1.29. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by a Neighborhood Association for the benefit of Owners of Units or Parcels within such Neighborhood, which may include a reasonable reserve for capital repairs and replacements. Neighborhood Expenses are in addition to Association Expenses.~~

~~1.30. "Neighborhood Representative" shall mean the individual permitted to vote on behalf of and represent a Neighborhood Association on Association matters, if such authority is delegated to such Neighborhood Association.~~

Section 1.31 unchanged.

1.32. "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 or Unit located within the Land, other than the Declarant. ~~For the purposes of this Declaration, an "Owner" shall also mean a condominium, cooperative, or other Neighborhood Association administering a Parcel or group of Parcels constituting a Structure, or portion thereof.~~

1.33. "Parcel" shall mean and refer to any portion of the Land that is intended for future development ~~or as a Neighborhood~~ or a part thereof, and for separate ownership and private use as distinct from shared or common use. A Parcel may contain one or more Units or may consist of portions of the Land for which Declarant has not yet assigned a Value under Section 4 of this Declaration. In the case of a Parcel of vacant land or land on which improvements are under construction, the Parcel shall be deemed to contain the number of Units designated for residential use for such Parcel by Declarant, as reflected on a subdivision plat, ~~declaration of condominium, or otherwise.~~ After issuance of a certificate of occupancy on any portion of a Parcel, the portion designated in the certificate of occupancy shall constitute a Unit. Parcels may be further defined and designated in Supplemental Declarations to this Declaration.

Sections 1.34 through 1.37 unchanged.

1.38. "Structure" shall mean and refer to the structure or structures constructed on the Land and all appurtenant improvements. A "Structure" shall be deemed a single Structure ~~hereunder even though divided into separate condominium Units, cooperative Parcels, or otherwise.~~

1.39. "Supplemental Declaration" shall mean any declaration, making reference to this Declaration, that describes all or a portion of the Land, designated uses or components, and/or imposes restrictions thereon, or for any other purpose described in Section 2.3 herein and which is therein designated as a Supplemental Declaration. ~~The term Supplemental Declaration includes any declaration of condominium filed under Section 2 below that so designates itself.~~

Section 1.40 unchanged.

1.41. "Unit" shall mean and refer to a single-family platted lot containing or intended to be improved with a Residence, ~~or a unit in a condominium or cooperative unit submitted as such~~ on the Land. In the case of a Parcel on which improvements are under construction, the Parcel shall be deemed to contain the number of Units designated for residential use for such Parcel by Declarant. Units may be further defined and designated in Supplemental Declarations to this Declaration. SFWMD Disclosure: A Unit may contain or be located adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements.

Section 1.42 unchanged.

Amendment 2:

2. DEVELOPMENT PLAN. (Section 2 unchanged)

Section 2.1 unchanged.

2.2. Roads. All roads lying within the Land and intended for the general use of all Owners and their lessees, guests, and invitees shall be conveyed and/or dedicated to and maintained by the CDD (as hereinabove defined). Each Owner acknowledges that the Owner has a non-exclusive license to utilize the roadway only and nothing more. ~~Declarant may reserve, dedicate, or convey one or more roads that are~~

~~intended for the non-exclusive use of a Neighborhood to the corresponding Neighborhood Association. Declarant does hereby retain the right to grant others owning lands outside of the Land non-exclusive easements for the installation, maintenance and repair of utility facilities, and for ingress and egress over and across such roads without notice to, or the consent of, the CDD, the Association, any Owner, or any other person.~~

Sections 2.3 and 2.4 unchanged.

Amendment 3:

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS. (Section 4 unchanged)

4.1. Computation of Regular Assessments. It shall be the duty of the Board annually to prepare a budget covering the estimated Association Expenses, to be allocated among all Units and Parcels as set forth herein. The Board shall cause a copy of such budget and notice of the amount of the regular Assessment to be levied on each Unit or Parcel for the coming year to be delivered at least fifteen (15) days prior to the beginning of the fiscal year to each Owner; provided, however, failure to do so shall not in any way inhibit the Association's ability to levy or collect the regular Assessments. The Board may, from time to time during the fiscal year, modify the budget as necessary, and upon at least fifteen (15) days written notice to each Owner, change the amount, frequency, and/or due dates of the regular Assessments. Each Parcel ~~or Neighborhood~~ shall have determined therefore a "Value", as set forth below. The total anticipated Association Expenses (other than those expenses which are the subject of a special Assessment), less any income sources, other than regular Assessments shall be apportioned, based upon such Value, to determine the regular Assessment due on each Parcel, or Unit, ~~or Neighborhood~~:

Sections 4.2 through 4.15 unchanged.

Amendment 4:

~~5. ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS. To ensure the orderly development, operation and maintenance of the Community, including the properties subject to the administration of the Neighborhood Associations as integrated parts of The Place, this Section has been promulgated for the purposes of: (a) giving the Association certain powers to effectuate such goal; (b) providing for intended (but not guaranteed) economies of scale; and (c) establishing a framework of the mechanism through which the foregoing may be accomplished. The provisions of this Section are specifically subject, however, to Section 17.7 of this Declaration.~~

~~5.1. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Neighborhood Associations and the Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any articles of incorporation, bylaws, rule and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to the Governing Documents. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of any Neighborhood Association. As to any condominium Neighborhood Association, no duties of same shall be performed or assumed by Association if same are required by law to be performed by such condominium Neighborhood Association or if the performance or assumption of such duties would be contrary to the purpose and intent of Section 17.7 of this Declaration.~~

~~5.2. Expense Allocations. Association may, by written notice given to the affected Neighborhood Association at least sixty (60) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to a Neighborhood Association a share of the expenses incurred by the Association which are reasonably allocable to the Neighborhood Association and/or the Parcels or Units within its jurisdiction (e.g., for utilities billed to the Association, but serving only the Neighborhood or part thereof). In such event, the expenses so allocated shall be thereafter deemed common expenses of the Neighborhood Association~~

~~payable by it (with Assessments collected from its members) to the Association. If a Neighborhood Association fails to budget or assess its members for expenses allocated as aforesaid, the Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Units or Parcels for the sums due (such special Assessments, as all others to be secured by the lien provided for in this Declaration).~~

~~5.3. Obligations of Neighborhood Associations. Each Neighborhood Association shall be liable and responsible to the Association hereunder for its compliance with the covenants, restrictions and requirements of the Governing Documents.~~

~~5.4. Non Performance of Neighborhood Association Duties. In addition to the specific rights of the Association provided elsewhere in this Declaration, and subject to the limitation set forth in Section 5.1 of this Declaration, if a Neighborhood Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, articles of incorporation, bylaws or related documents, which failure continues for a period in excess of thirty (30) days after Association gives notice thereof, then Association may, but shall not be required to, assume such duties. In such event, the Neighborhood Association shall not perform such duties unless and until such time as Association directs it to once again perform.~~

~~5.5. Conflict. If any conflict arises between this Section 5 and any other covenants, restrictions or provisions of the Governing Documents, the provisions of this Section 5 shall supersede and control.~~

Amendment 5:

6. ARCHITECTURAL AND AESTHETIC CONTROL. *(Section 6 unchanged.)*

Sections 6.1 and 6.2 unchanged.

6.3 Criteria. *(Section 6.3 unchanged)*

6.3.1 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Review Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be feasible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the ARC may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval of similar applications, plans, or other matters subsequently or additionally submitted for approval.

6.4. Limitation of Liability. The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARC, nor any individual member thereof, shall be liable to any person for any official act of the ARC in connection with submitted plans and specifications except to the extent the ARC or any individual member thereof acted with malice or wrongful intent. Approval by the ARC does not assure approval by the appropriate governmental body or commission. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its members shall be responsible or liable in any way to any Neighborhood Association, Owner or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval or failure to approve. The Board, the ARC or any agent thereof, shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Association Documents, or for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Association in any such suit or proceeding.

Sections 6.5 through 6.9 unchanged.

Amendment 6:**7. EASEMENTS. (Section 7 unchanged.)**

7.1. Encroachments and Overhangs. There shall be a reciprocal appurtenant easement for encroachment and overhang between adjacent Units, Parcels, and Common Areas. Such easement shall be for roof overhangs, and other improvements which were unintentionally placed or have settled or shifted in a manner that causes them to encroach upon or over an adjacent Unit, Parcel, or Common Area. The easement shall be for a distance of not more than five (5) feet, as measured from any point on the common boundary between the adjacent Units, Parcels, or Common Areas, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment of anything other than an overhang exist if such encroachment occurred due to willful conduct on the part of an Owner. ~~Neighborhood Common Areas and~~ Units shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the adjoining Owner's Unit for construction of pools or other structures. The adjoining Owner shall restore the ~~Neighborhood Common Areas and~~ Units to its previous condition following completion of such construction. Such encroachments will likely constitute a violation of County Regulations. Lee County does not expressly or by implication authorize such encroachments. This section does not limit Lee County's ability to pursue all available remedies to prevent, remove, or extinguish encroachments violating county regulations. Lee County will not permit or allow encroachments into any easement dedicated to, or owned by, the public.

Sections 7.2 through 7.6 unchanged.

7.7. Water Management System. Subject to Article 9, the Association, ~~Neighborhood Association,~~ the CDD, and Declarant shall have a perpetual, non-exclusive easement, right, license and servitude to use the Water Management System. Declarant or the Association may reconfigure such parts of the Water Management System, provided same is then in accordance with sound engineering practices and governmental approvals. In such event, the perpetual non-exclusive drainage easement rights of Declarant, Association and all Owners shall, without necessity of additional written documentation, be transferred from the previously existing Water Management System to the reconfigured system. Declarant may dedicate to any public or quasi- public agency, community development district or other similar entity under such terms as Declarant deems appropriate, all or any part of the drainage lines, structures and facilities which are part of the Water Management System. Declarant, or others with consent of Declarant, may execute such instruments as may be necessary or desirable to affect such dedication without the joinder or consent of Association, any Owner, or the holder of any mortgage or other lien on any Unit or Parcel. Notwithstanding the foregoing, the Water Management System may not be altered or modified in any way without the written approval of SFWMD.

7.8. Common Area. Declarant may, at any time prior to the termination of its Class B Membership, convey and transfer (or cause to be conveyed or transferred) to the Association ~~or a Neighborhood Association,~~ and the Association ~~or Neighborhood Association~~ shall accept, any or all of such conveyed Common Areas. ~~Any Common Areas that are conveyed, dedicated, or transferred to a Neighborhood Association for the exclusive use of the Neighborhood shall become Neighborhood Common Areas for that Neighborhood.~~ The Declarant or the party making the conveyance, dedication or transfer shall not be required to furnish title insurance, title opinion or survey. Any conveyance shall be by Quit Claim Deed. Upon request, the Association shall convey, assign or transfer back to the Declarant or the party making the conveyance, dedication or transfer, without any payment by the Declarant or such other party, any real property which has not been improved by a structure intended for recreational purposes, if originally conveyed, dedicated or transferred to the Association for no or nominal payment.

~~THE ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION SHALL ACCEPT, ON A "WHERE IS, AS IS" BASIS, THE CONVEYANCE OF ANY SUCH COMMON AREAS INCLUDING ANY AND ALL REAL PROPERTY, IMPROVEMENTS AND PERSONAL PROPERTY CONVEYED TO THE ASSOCIATION BY WRITTEN INSTRUMENT OR OTHERWISE WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING,~~

WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATIONS TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREAS OR THE DEED TO ANY PARCEL, THE ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANTIES. NO CLAIM SHALL BE MADE BY THE ASSOCIATION, NEIGHBORHOOD ASSOCIATION, OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE ASSOCIATION OR A NEIGHBORHOOD ASSOCIATION SHALL BE PAID FOR BY THE ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION.

Subsections 7.8.1 and 7.8.2 unchanged.

7.8.3. The right of the Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on Common Areas or ~~Neighborhood Common Areas~~. Any such admission and other fees shall be uniform for all Owners and their family members, Guests and lessees.

Subsections 7.8.4 and 7.8.7 unchanged.

7.9 Construction and Sales Activity. *(Section 7.9 unchanged.)*

7.9.1 Construction and Sales. In conjunction with and in addition to any other rights granted herein, Declarant and Builders, including their designees and contractors, shall have the right to enter any part of the property, including access through the gate, and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, for maintenance purposes, and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Units or Parcels by Owners.

7.9.2 Sales Activity. While one or more Parcels or Units are for sale in the ordinary course of business the Declarant and Builders shall have the right to use those Parcels or Units and the Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain, and utilize as it and they deem appropriate, Model units, sales offices, or other offices for use in selling or providing warranty services to any part of the Community, including temporary trailers or other structures used for sales marketing or construction purposes. No Owner or the Association may interfere with or do anything detrimental to the Declarant's or a Builder's designees to show Model Units or the Common Areas to prospective purchasers or tenants; to advertise, erect signs, conduct promotional activities and special events; or take all other action helpful for sales, leases, and promotion of the Community.

7.9.3 Use of Common Areas. As long as Declarant or Builders own any Parcel or Unit, the Declarant and Builders have the right and authority to use the Common Areas without charge for promotional activities and other special events, whether private or open to the public, to promote the Community and to assist in its overall marketing effort. In addition, the Declarant or its assignee, for a period of five (5) years after the Declarant has sold the last Parcel or Unit in the Community, may place marketing signage along the project frontage of Corkscrew Road to market other Community projects or property being developed by Declarant or affiliates of the Declarant.

Section 7.10 unchanged.

Amendment 7:**8. MAINTENANCE IMPROVEMENTS.**

8.1. Maintenance of Units/Parcels and Common Areas. Each Owner shall maintain its Unit or Parcel and all related improvements in a manner consistent with this Declaration and all applicable covenants unless such maintenance responsibility is otherwise assumed by, or assigned to, the Association or a Neighborhood Association pursuant to any applicable Declaration, amendment, Supplemental Declaration, or Neighborhood Declaration. ~~Each Neighborhood Association shall maintain the Neighborhood Common Areas within its Neighborhood, unless provided for otherwise, in a manner consistent with the Governing Documents and all applicable covenants. The Association may, but shall not be obligated to, assume maintenance responsibility for any Neighborhood Common Areas, either by agreement with the applicable Neighborhood Association or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with that required by this Declaration, in which case all costs of such maintenance shall be assessed only against the Units or Parcels within the Neighborhood.~~ The provision of services in accordance with this section shall not constitute discrimination or action against a class.

8.2. Responsibility for Repair and Replacement. Unless otherwise specifically provided in this Declaration or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary, to maintain the Community to a level consistent with this Declaration. By virtue of taking title to a Unit or Parcel, each Owner covenants and agrees with all other Owners, and with the Association, to carry property insurance for the full replacement cost of all insurable improvements on the Owner's Unit or Parcel, less a reasonable deductible, unless the applicable Neighborhood Association or the Association carries such insurance (which they may, but are not obligated to do, hereunder unless mandated by statute). Each Owner further covenants and agrees that in the event of damage to, or destruction of, structures on, or comprising its Unit or Parcel, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, or, if the Owner determines not to reconstruct, to clear debris from and to maintain the Unit or Parcel. The Owner shall pay any costs that are not covered by insurance proceeds. ~~The requirements of this section shall apply to any Neighborhood Association responsible for its Neighborhood Common Area in the same manner as if the Neighborhood Association were an Owner.~~ Additional recorded covenants, such as a Supplemental Declaration, applicable to any Unit, or Parcel, ~~or Neighborhood Common Area~~ may establish more stringent and particular requirements for insurance and more stringent and particular standards for rebuilding or reconstructing improvements on the Parcel with such Unit, or Parcel, ~~or Neighborhood Common Area~~ and for clearing of debris and maintaining the Unit, or Parcel, ~~or Neighborhood Common Area~~ in the event the improvements are not rebuilt or reconstructed.

8.3. Maintenance Obligations of Owners. Subject to the right of the Association to provide for maintenance as provided in this Section, it shall be the duty of the Owners ~~and Neighborhood Associations in each Neighborhood~~, at their sole cost and expense, subject to the provisions of this Declaration, to maintain, repair, replace and restore areas subject to their exclusive control, in a neat, sanitary and attractive condition consistent with the quality of the original construction, and the standards adopted by the Association from time to time. Notwithstanding, in accordance with the Covenant to Create an Enhanced Lake Management/Maintenance Plan attached hereto as **Exhibit "E"**, no Owner shall apply, or contract for the application of, any pesticide, herbicide and/or fungicide to any portion of the Land, including his or her own Unit, without the prior written approval of the Association, which may be withheld in the Association's sole and absolute discretion. Only licensed professionals authorized by Lee County may perform the application of fertilizers, pesticides, insecticides, herbicides, nematocides, and other similar chemicals on the Property. In the event that any such Owners ~~or Neighborhood Associations~~ shall permit any improvement on any portion of the Land, which it is their responsibility to maintain, to fall into disrepair or to not be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise be contrary to any specific standards adopted by the Association, then the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice to the appropriate Owner ~~or Neighborhood Association~~, to correct such conditions and to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner ~~or~~

~~Neighborhood Association~~. Said cost shall be a special Assessment and shall create a lien upon the corresponding Units, ~~or Parcels, or Neighborhood~~ and shall be enforceable in the same manner as other Assessments as set forth in this Declaration. Such ~~Neighborhood Association or such Owner~~ shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by all Units or Parcels ~~in the affected Neighborhood as Association Expenses~~. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to provide landscaping maintenance to all Units as an Association Expense ~~or a Neighborhood Expense~~. All irrigation water will be delivered from the Irrigation Lake, as defined in and pursuant to the Irrigation Agreement. All Owners shall be prohibited from the installation of domestic wells for potable or irrigation water.

8.4. Maintenance Obligations of Association. Subject to the provisions of Section 8.3, and subject to the obligations for maintenance by the CDD, the Association shall maintain, or provide for the maintenance by others, of all of the Common Areas and all improvements thereon, in good order and repair, including recreational facilities (if any), and any and all utility facilities and improvements on the Common Areas ~~(but excluding Neighborhood Common Areas, unless the Association elects to maintain or repair same)~~. However, notwithstanding anything contained in this Declaration to the contrary, the Association shall have the ultimate maintenance responsibility for any areas or infrastructure dedicated to the Association on any subdivision plats. In addition to maintenance, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation that is located on the Common Areas, all as determined by the Association in its sole discretion. The Association and/or the CDD shall further maintain, reconstruct, replace and refinish any Streets, parking, landscaping, hardscape, water management and retention areas and any other impervious surfaces in the Common Areas unless provision is made otherwise in a Supplemental Declaration, or unless such maintenance is the responsibility of the CDD. All such maintenance shall be an Association Expense. If wildlife mitigation or wetland mitigation is required under any of the permits for the Community, then the Association and or the CDD shall be responsible for all mitigation maintenance and monitoring required and any financial assurances required under the relevant permits. The maintenance and monitoring plan for the Conservation Areas and the Indigenous Preserve and Protected Species Management Plan is attached hereto as **Exhibit "D"**, and the Covenant to Create an Enhanced Lake Management/Maintenance Plan is attached hereto as **Exhibit "E"**. Additionally, the Association and or the CDD shall maintain all Conservation Areas and upland buffer zones, if any, including those located within a Unit or Parcel. It is the Association's and or the CDD's responsibility to complete the mitigation and monitoring plan successfully, including meeting all conditions associated with the mitigation maintenance and monitoring, and including complying with all requirements of Lee County, including but not limited to any requirements set forth in Exhibits "D", and "E". All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in their judgment to be appropriate, and the Declarant, prior to Turnover, or the CDD, or the Association after Turnover, shall have the power and authority to convey title to, and/or assign maintenance responsibilities for, all or such portion of the Conservation Areas, Streets, Common Areas, and Water Management Systems as the Declarant, the CDD, or Association elects; provided, however, said conveyance and/or assignment may only be made to a public or quasi-public agency, community development district or similar entity under such terms as the Association or the CDD deems appropriate, which may assume responsibility for maintenance hereunder. No Owner shall plant or remove any landscaping in violation of Exhibit "D". In the event of any violation by an Owner, the Association or the CDD shall have the right to remove the landscaping, or re-plant any landscaping improperly removed, at the sole cost and expense of Owner. The Owners have the right to enforce, by appropriate legal means, the Association's duty to operate, maintain, repair, replace and insure the Common Areas, including without limitation all improvements placed thereon, all easements and rights-of-way and the Water Management System.

8.5. Negligence: Damage Caused By Condition in Unit. The Owner of each Parcel or Unit shall be liable for the expenses of any maintenance repair or replacement of Common Areas, other Parcels or Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or lessees. Each Owner has a duty to maintain his Parcel or Unit, except those items required to be maintained by the Association ~~or a Neighborhood Association~~ as provided herein and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Parcels or Units, Common Areas or the property of other Owners. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Parcels or Units, Common

Areas or property within other Parcels or Units, the Owner of the offending Parcel or Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Parcels or Units involved is not occupied at the time the damage is discovered, the Association may, but shall have no obligation, to enter the Parcel or Unit (including Structures or Residences thereon) without prior notice to the Owner and take reasonable actions to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner. Notwithstanding the foregoing, the Association reserves the right to levy a special Assessment against any Owner, equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Parcel or Unit, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a special Assessment against the Owner and may be collected as provided herein for the collection of shared Assessments.

8.6 Driveways; Sidewalks. Driveways must be paved with paver blocks or another hard surface approved by the Declarant and/or the ARC. Notwithstanding any other provision in the Governing Documents, Owners shall be responsible for the maintenance, repair, and replacement of all driveways and sidewalks on or in front of the Unit, which shall include any portion located between the boundary of the Owner's Parcel and the roadway lying adjacent to the boundary of the Parcel unless damaged by the actions of the Association or CDD. Driveways and sidewalks must be kept clean and free from oil, rust, stains, any aesthetic blemish, or other unsightly damage.

Amendment 8:

9. IRRIGATION; WATER MANAGEMENT SYSTEM AREA RESTRICTIONS AND EASEMENTS; CABLE TELEVISION SERVICES.

Section 9.1 unchanged.

9.2 Water Management System. No improvements, planting or other material (other than landscape material) of any kind shall be constructed, erected or installed, unless constructed, erected or installed by Declarant, or the CDD, subject to the SFWMD Permits, nor shall an Owner ~~or Neighborhood Association~~ in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of a Water Management System reserved for, or intended to be reserved for, drainage ways, sluiceways or for the accumulation of run-off waters, as reflected in any plat or instrument of record, without the specific written permission of the Declarant or the CDD, subject to the SFWMD Permits. No Owner ~~or Neighborhood Association~~ shall alter any wetlands, conservation or preserve areas from their natural or permitted condition except for exotic vegetation, which may only be removed in accordance with the SFWMD permits for the Community. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow and grapevine. The Land shall be subject to the following covenants, easements, and restrictions related to the Water Management System.

9.2.1. Modification. No Unit or Parcel shall be increased in size by the filling in of any water retention or Water Management system on which it abuts. Owners ~~or Neighborhood Associations~~ shall not fill, dike, rip-rap, block, divert or change the established water retention and Water Management Systems that have been or may be created by easement. No Owner ~~or Neighborhood Association~~ may draw water for irrigation or other purposes from any lake, pond, canal or other Water Management System, nor is any swimming in such areas allowed.

9.2.2. Responsibility. All Water Management Systems and maintenance of any conservation easements, preserve areas, and/or signage required by the SFWMD permits for the Community will be the ultimate responsibility of the CDD, although actual maintenance functions may be delegated to the Association by agreement between the Association and the CDD. In such instance, the Association's power to levy and collect regular and special Assessments shall include, but not be limited to, the power to assess for operation, repair and replacement of the Water Management System. The Association, CDD, or its designee, may enter any Parcels, Common Areas ~~or Neighborhood Common Areas~~ and make whatever improvements or repairs

are deemed necessary to restore proper water management. The cost shall be an expense of the Association or the CDD. In addition thereto, any Owner, ~~Neighborhood Association~~, SFWMD or other beneficiary of the Water Management System shall have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Water Management System or in any mitigation or conservation areas under the responsibility or control of the Association. The Association shall take all action as necessary to enforce the conditions of any conservation easements and of the Permit. Notwithstanding the foregoing, the Association or CDD shall have the power and authority to convey title to, and maintenance responsibilities for, all or such portion of the Water Management systems as the Association or CDD elects; provided, however, said conveyance may only be made to a public or quasi-public agency, community development district or similar entity which is acceptable to SFWMD, under such terms as the Association deems appropriate, which may assume responsibility for the proper maintenance and care of the Water Management System.

Subsections 9.2.3 through 9.2.6 unchanged.

Section 9.3 unchanged.

Amendment 9:

10. INSURANCE.

Section 10.1 unchanged.

~~10.2. Neighborhood Association Insurance. If applicable, each Neighborhood Association shall maintain and pay for such insurance as is required hereby to and by its own applicable documents. If any Neighborhood Association fails to do so then the Association may purchase insurance for it and assess the cost to the particular Neighborhood Association.~~

Sections 10.3 through 10.5 unchanged.

Amendment 10:

12. GENERAL COVENANTS AND RESTRICTIONS. (Section 12 unchanged)

12.1. Signs. No sign, poster, display, billboard, decoration, logos, or other advertising device of any kind shall be displayed to the public view on any portion of the Land without the prior written consent of the Declarant, or the Board, except: (i) commercial and identification signs that are consistent with the architectural theme and criteria for the Community, as established by Declarant in the initial construction of the Community; (ii) directional and safety signage; and (iii) signage used by Declarant, its successors or assigns, and signage used by Builders and their successors and assigns, subject to the prior approval of Declarant, or other signage with permission of Declarant, for advertising during the construction and sale of Units or Parcels in the Community. The Declarant will make provision for certain exterior signage for the Community as a whole ~~and for certain Neighborhoods~~. The Board may establish Rules and Regulations and criteria for signage in the Common Areas that will honor and respect commitments made by the Declarant.

12.2. Landscaping; Refuse Disposal. Subject to the Association's election to provide landscaping maintenance under section 8.3 above, each Owner shall keep his or her Unit free and clear of weeds, underbrush, unsightly growth, trash and debris and shall reasonably maintain his Unit and Residence. Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their Owner as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals, or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. All lawns and landscaping shall be completed at the time of completion of the Residence as evidenced by a certificate of occupancy, and shall be maintained in good condition by the Association if budgeted and delegated to do so

by the Board, or maintained by the Owner and regularly cut and mulched areas regularly re-mulched. Replacement of trees, plants, or shrubs on any Unit shall be the responsibility of the Owner. The Association shall be responsible for operation of the central irrigation system. Individual Owners shall have no control over the central irrigation system. The Owner shall be responsible for all irrigation of the landscaped areas within the Unit that are not irrigated by the central irrigation systems and shall comply with all governmental water restrictions in effect from time to time. No landscaping shall be installed, cut down, destroyed or removed without the prior written approval of the ARC. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from view from the street and adjacent Units. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

Sections 12.3 and 12.4 unchanged.

~~12.5. Common Areas and Neighborhood Common Areas.~~ The Common Areas ~~and each of the Neighborhood Common Areas~~ shall be used only for the purposes for which they are intended to be used in the furnishing of services and facilities for the Owners.

12.6. Communication Equipment. No improvements, modifications, alterations, communication equipment, antennae or satellite dishes, or other electronic towers, shall be permitted on the exterior of any Structure or Residence or within the Community without the prior written approval of the Declarant or the Board and then only in accord with criteria established from time to time, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.40000 as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Association may adopt Rules and Regulations limiting the installation of permissible dishes or antennae to ~~side or rear yard locations, not visible from the street or an adjacent Unit,~~ to the extent lawful.

Sections 12.7 through 12.10 unchanged.

12.11. Parking; Vehicles; Boats. Vehicles shall be parked only in driveways and other designated parking spaces. No vehicle shall be permitted to be parked on any unpaved or grassed area. Parking spaces may be used only for parking vehicles that are in operating condition and for no other purposes (i.e. vehicles shall not be permanently stored except in an enclosed garage). In no event shall an abandoned or inoperable vehicle, or a vehicle containing more than two (2) axles, be permitted to park on the Common Areas or ~~Neighborhood Common Areas~~, or on a Parcel or Unit; provided, however, the foregoing does not apply to the temporary parking of trucks for the loading and unloading of equipment and supplies and for the construction, maintenance or repair of Common Areas, ~~Neighborhood Common Areas~~, Parcels or Units. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of ten (10) days or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left in designated parking areas by Owners while on vacation. No boat, trailer of any kind, semitrailer, house trailer, camper, mobile home, motor home, bus, commercial vehicle, truck camper, vehicles with commercial markings, racks or tools in the bed, or disabled, inoperative or unlicensed vehicle shall be parked, kept or stored unless kept fully enclosed inside a garage. Boats are not permitted to be used on lakes in the Community. Notwithstanding anything to the contrary contained in this Declaration, vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways and designated parking spaces if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a commercial vehicle. Law enforcement vehicles may be parked on driveways and designated parking spaces if the driver is a law enforcement officer. Overnight parking in the roadway or other Common Areas is prohibited. A written notice requesting removal of any vehicle located upon the Land in violation of the foregoing may be personally served upon the Owner or posted on the vehicle by the Association, and the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner, if such vehicle has not been removed within seventy-two (72) hours after posting of said notice. The preceding restrictions shall not apply to commercial vehicles or other vehicles which may be utilized by: the Declarant, Builders and their contractors and subcontractors for purposes of completing construction of the Community, Parcels and Units; the Association, its vendors and employees; and any governmental authority, taxing district, or private or public utility. No motor vehicle shall be

used as a domicile or residence, either permanent or temporary while in the Community.

Sections 12.12 through 12.18 unchanged.

~~12.19 Covenants Relating to Attached Residences. The Community may include single family attached villas or homes (the "Attached Residences") that are not condominiums. The following restrictions, covenants, and provisions set forth in Section 12.18.1 through 12.8.8 shall apply to such attached Residences, and may be modified, deleted, or supplemented by subsequent amendment.~~

~~12.19.1 Structural Elements. Each building ("Building") containing Attached Residences shall contain common structural elements, which include but are not limited to:~~

~~A. Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one Residence in such Building.~~

~~B. Party Walls. All division walls ("Party Walls") between and shared by two Residences. The Owners of the Residences adjacent to a Party Wall shall own such Party Wall as tenants in common.~~

~~B. Bearing Walls. Any and all walls or columns necessary to support the roof structure.~~

~~C. Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.~~

~~D. Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.~~

~~E. Roofs. The entire roof of a Building.~~

~~12.19.2 Utility Easements. Each Owner of an attached Residence grants to all other Owners owning an Attached Residence in the same Building a perpetual utility easement for water, sewer, power, telephone, internet, and other utility and service company lines and systems installed beneath or within the Attached Residence. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Attached Residences within a Building, and which are located beneath or within the Building shall be shared equally by each of the Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Owner, their lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Area shall be paid by the Association as a Common Expense, or where appropriate, in the sole discretion of the Board, through a Neighborhood Assessment.~~

~~12.19.3 Party Walls. The center line of a Party Wall is the common boundary of the adjoining Residence. Each Owner of an Attached Residence with a Party Wall shall have the right to use the Party Wall jointly with the other Owner(s) of the Party Wall. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming the Party Wall. The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein.~~

~~12.19.4 Roof. The entire roof of the Building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "Shared Roofing". Each Owner of an~~

Attached Residence with Shared Roofing shall have the right to use the Shared Roofing jointly with the other Owner(s) of the Shared Roofing. The term "use" shall and does include normal usage but prohibits any form of alteration which would change the aesthetic or structure of the Shared Roofing.

~~12.19.5 — Casualty Damage. If an Attached Residence is damaged through an act of God or other casualty, the affected Owner shall promptly have his or her portion of the Attached Residence repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Building. In the event damage or destruction of a Party Wall or Shared Roofing is caused solely by the neglect or willful misconduct of an Owner, any expense incidental to the repair or reconstruction of the Party Wall or Shared Roofing shall be borne solely by that Owner. If the Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected Building, and the Association shall thereafter have the right to specially assess said Owner for the costs of such repair and reconstruction.~~

~~12.19.6 — Maintenance of the Exterior of the Attached Residence. Each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his or her Attached Residence. The phrase "exterior surfaces of the Attached Residence" shall include, but not be limited to, the exterior walls and Shared Roofing. Each Owner shall be responsible for the periodic cleaning of the exterior walls and Shared Roofing, and the periodic repainting of the exterior walls of the Attached Residence. No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roofing of their Home without the consent of the Architectural Review Committee. If an Owner refuses or fails to maintain the exterior of the Residence, the Association shall have the right to complete such maintenance and the Association shall thereafter have the right to specially assess said Owner for the costs of maintenance. The Benefited Assessment or Special Assessment incurred to maintain the exterior of the Home(s) by the Association in accordance with this Article will be made pursuant to the assessment powers and lien rights set forth in the Declaration.~~

~~12.19.7 — Casualty Insurance. Each Owner shall maintain casualty insurance for his or her Attached Residence in an amount equal to the replacement value of his or her Attached Residence. The Association may, but is not obligated to, require that each Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a special Assessment against the Attached Residence. The Association shall have no liability to any Owner for failure to request proof of insurance or for failure to purchase insurance on behalf of an Owner. Each Owner shall be liable for all activities of its guests or vendors and shall be required to carry insurance to cover them.~~

~~12.19.8 — Party Fences. Walls or fences which are constructed between two adjoining Units and are to be shared by the Owners of said adjoining Units are "Party Fences." Party Fences shall be the joint maintenance obligation of the Owners of the Units bordering the Party Fences. Each Owner shall have the right to full use of the Party Fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Unit or in any manner impair the value of the Party Fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Owners, the Owners of the adjacent Units shall, at their joint expense, repair and rebuild said fence within 30 days. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of~~

~~the Board of Directors of the Association to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any Party Fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed unless otherwise agreed to by the Owners of the Party Fence. If maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Owner, any expense incidental thereto shall be borne solely by such Owner. If the Owner shall refuse to repair or reconstruct the fence within 30 days, and to pay for the repair or reconstruction, the Association may have the Party Fence repaired or reconstructed and shall be entitled to a lien on the Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Units shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Units to effect necessary repairs and reconstruction.~~

12.19. Golf Carts. The use of golf carts is allowed in the Community; however, such use is subject to any Rules and Regulations and criteria established by the Board to ensure the safety of the Community. Those Rules and Regulations may include, but are not limited to, requirements of licensing and equipment, and restrictions on hours of operation.

12.20. Drones and Aerial Devices. The Association reserves the right to develop Rules and Regulations and criteria prohibiting the flying of drones or other aerial devices over Units or Parcels. Flying of drones or aerial devices is prohibited in Common Areas without the prior consent of the Board. The privacy of the Residents and their quiet enjoyment of the Community shall not be interfered with through the use of drones and aerial devices.

Amendment 11:

14. DECLARANT'S RIGHTS AND DUTIES. (Section 14 unchanged.)

Sections 14.1 through 14.5 unchanged.

14.6. Non-Enforcement of Covenants. The Declarant and Association shall have no liability with regard to the enforcement or non-enforcement of the covenants, conditions and restrictions in the Governing Documents.

Amendment 12:

17. GENERAL PROVISIONS.

17.1 Waiver. Any waiver by Declarant, or Association or ~~any Neighborhood Association~~ of any provisions of this Declaration of breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

Sections 17.2 through 17.8 unchanged.

17.9 NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS ~~OR THE NEIGHBORHOOD COMMON AREAS~~, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF

MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT: (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN THE DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES; AND (B) AS OTHERWISE REQUIRED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OWNER RECOGNIZES AND AGREES THAT IN A STRUCTURE THE SIZE OF THAT CONTEMPLATED IN THE COMMUNITY, THE EXTERIOR LIGHTING SCHEME MAY CAUSE EXCESSIVE ILLUMINATION. ACCORDINGLY, INSTALLATION OF WINDOW TREATMENTS SHOULD TAKE SAME INTO ACCOUNT. AMONG OTHER ACTS OF GOD AND UNCONTROLLABLE EVENTS, HURRICANES AND FLOODING HAVE OCCURRED IN SOUTH FLORIDA AND, GIVEN THE PROXIMITY OF THE COMMUNITY TO THE WATER, THE COMMUNITY IS EXPOSED TO THE POTENTIAL DAMAGES FROM FLOODING AND FROM HURRICANES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM STORM SURGES AND WIND-DRIVEN RAIN. WATER OR OTHER DAMAGES FROM THIS OR OTHER EXTRAORDINARY CAUSES SHALL NOT BE THE RESPONSIBILITY OF THE DECLARANT.

AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS, PARCELS, RESIDENCES, AND/OR STRUCTURES (WHETHER FROM THE DECLARANT OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN SOUTH FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN THE UNITS. EACH OWNER IS ADVISED THAT CERTAIN MOLDS, MILDEWS, TOXINS AND FUNGI MAY BE, IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD, OR MAY BECOME TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A UNIT OR COMPONENT, OR PORTIONS THEREOF, EACH OWNER IS DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT, BUILDERS, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY RESULTING THEREFROM.